

BOARD OF EDUCATION  
The School District of Independence

12176

The Board of Education met in regular session Tuesday, November 9, 2021, at 6:00 p.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present:      Mrs. Denise Fears, President  
                                 Mr. Eric Knipp, Vice President  
                                 Mrs. Jill Esry, Director  
                                 Mr. Blake Roberson, Director  
                                 Mr. Greg Finke, Director

Member Absent:        Dr. Matt Mallinson, Treasurer  
                                 Mrs. Carrie Dixon, Director

Also Present:            Dr. Dale Herl, Superintendent  
                                 Dr. Lance Stout, Dr. Cindy Grant, Dr. Pam Boatright, Dr. Randy Maglinger,  
                                 Dr. Prissy LeMay, Mrs. Leslie Hochsprung, Mr. Dean Katt, Mrs. Sherry  
                                 Potter, Mr. Todd Theen, Mr. Salum Stutzer, Mrs. Megan Murphy, PTA,  
                                 INEA, interested patrons, staff, and Ms. Annette Miller.

The meeting was called to order by the President, Mrs. Denise Fears, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mrs. Fears welcomed those in attendance. She stated that two patrons had requested to address the Board of Education but one person was ill and would not be presenting.

Blake Roberson made the motion to approve the November 9, 2021 Agenda as presented. The motion was seconded by Eric Knipp and unanimously approved by the Board of Education.

Mrs. Sheri Tindle, 3708 South Grand Avenue, parent and substitute teacher, addressed the Board of Education regarding families having access and being involved with the Board of Education. She said broadcasting Board meetings would create an easy pathway between parents, students, and neighborhoods. Mrs. Tindle said it would improve mutual understandings and voters would be better informed when it comes to voting on District election issues. She talked about students being involved through the broadcast journalism class. She said a shared recording of the monthly meetings would allow families to view the meetings. She also suggested adding more detail to the agendas that are posted on line and given out at the Board meetings. She said this might challenge some families to attend the meetings and provide more opportunities for them to be involved.

Dr. Herl said the Bills List total for this month is \$15,486,421.90 and he reviewed the items listed to let for bids: 1) epoxy floor finishing at Project Shine Schools; 2) carpet, LVT, stair treads, and cove base at Project Shine Schools; 3) exterior LED upgrade at Project Shine Schools; 4) replacement of interior/exterior doors at Project Shine Schools; 5) restroom partitions at Project Shine Schools; and 6) HVAC and ventilation improvements districtwide (which is not related to the Bond Issue). The five schools scheduled for Project Shine in 2022 are: Mill Creek, Randall, Spring Branch, and Three Trails Elementary Schools and Van Horn High School.

Jill Esry made the motion that the Board of Education approves the November 9, 2021 Consent Agenda as printed.

1. Minutes – October 12, 2021
2. Approval of November 9, 2021 List of Bills totaling \$15,486,421.90
3. Approval of Personnel Recommendation #8
  - A. Request to Employ (Certificated Staff) for the 2022-2023 School Year.
    1. Ernest Bustillo
    2. Christian Janczewski
  - B. Request to Employ (Certificated Staff) Starting 2<sup>nd</sup> Semester of the 2021-2022 School Year.
    1. Makenzie Nichols, Elementary Counselor
4. Approval to Let Bids for Epoxy Floor Finishing at Project Shine Schools
5. Approval to Let Bids for Carpet, LVT, Stair Treads, and Cover Base at Project Shine Schools.
6. Approval to Let Bids for Exterior LED Upgrade at Project Shine Schools.
7. Approval to Let Bids for Replacement of Interior/Exterior Doors at Project Shine Schools.
8. Approval to Let Bids for Restroom Partitions at Project Shine Schools.
9. Approval to Let Bids for HVAC and Ventilation Improvements Districtwide.

The motion was seconded by Greg Finke and unanimously approved by the Board of Education.

Dr. Herl reported that COVID cases are going down which is good news. The Jackson County mask mandate is set to expire November 22nd. Dr. Herl described the District's *Test to Stay* requirements for staff and students in close

contact with COVID positive cases which describes why they may not have to quarantine. He said the District will begin offering optional vaccinations for those ages 5-11 years of age on November 9, 10, and 13 in District schools. He talked about the number of positive comments he received regarding the District's Annual Parade held on Saturday, October 16<sup>th</sup>. He reported that the District has purchased 11 Propane buses so the total is up to 22 Propane buses now. The following school districts have sent representatives to view and learn about the District's Academy Program (which serves as a model across the United States): Carthage, Lee's Summit, Ozark, Mehlville, Wentzville, and Kansas City. Also, Truman High school student, Laney Smith, was a special guest of the Kansas City Chiefs as part of her being part of the Truman High School football team.

Mrs. Fears reported on the Annual MSBA Conference held in Kansas City on November 4-7, 2021. She said several Board of Education Directors attended. She also reviewed several of the courses she attended and said the feature speakers were very interesting and it was a good conference.

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

Mr. Stutzer provided an update on the progress of the 2021 Bond Issue projects. He shared pictures displaying some of work on the secure entries which are not finished since only about 50% of the glass order has been received. The frames will be set and the companies will be working on Saturdays to install the glass when it arrives. Performing Arts at Truman High School – the auditorium work is delayed due to waiting on lights for the ceiling which may possibly arrive by December 4<sup>th</sup>; drywall work will take six weeks then the seating can be installed, and then installing the audio/visual components will take place; and the condensing units that cool three of the areas have been installed and are ready for next spring. William Chrisman High School - the auditorium seats are in, flooring is done, lighting has been installed, the rigging and curtains are being installed, as well as the sound system and lighting booth work is done. Truman High School – the athletic field work is progressing, the softball complex work will include installing metal roofs on the dugouts, the field is ready to have turf installed, poles for the fencing have been set; and the baseball complex is being renovated. The work on the tennis courts at both William Chrisman and Truman are progressing and work is being done on the javelin area due to increased program interest. William Chrisman High School – the softball complex has a lot of different trades, masonry, carpentry, etc. working at this time with only about 4-5 days before they finish, getting ready to put the final grade on the surface, concrete will be poured next, fence posts are being set, the tennis courts are almost complete, and so is the javelin setup. Nowlin Middle School - work on the field is well underway, there will be an 8 lane track, the bleachers are being set, track resurfacing is scheduled, and the parking lot curbs are poured. The projects are going well and some time lines have been missed due to chain of supplies not arriving on time. The cafeteria at Van Horn High School is part of the Phase 2 design development.

Dr. Herl reviewed the changes/additions to Board of Education Policies 0320, 0324, 2420, 2710, 4120, 4320, and 4322. He stated that the recommendation for these changes/additions are through the Missouri Consultants for Education. They are reviewed by the District's legal counsel and then they are reviewed by the Board of Education Policy committee and himself before they are recommended to the Board of Education. The changes/additions are based on state and federal statute changes/requirements.

Greg Finke made the motion that the Board of Education approves this as the second and final reading of changes/additions to Board of Education Policies 0320, 0324, 2420, 2710, 4120, 4320, and 4322 as presented. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education. (Pages 12178-12189)

Dr. Herl explained that changes/additions to three Board of Education Regulations are being recommended. Regulation 2520 amends graduation requirements pertaining to students enrolling from schools other than accredited in Missouri to be excused from certain graduation requirements; Regulation 4320 removes the COVID Leave Without Pay provision as it no longer applies and the types of leaves now includes leave for Domestic/Sexual Violence Victim Leave; and Regulation 4322 is new and corresponds to the new Policy 4322. These changes are based on state and federal requirements

The motion was made by Jill Esry, second by Greg Finke, that the Board of Education approves adopting the changes/additions to Board of Education Regulations 2530, 4320, and 4322 as presented. The motion was unanimously approved by the Board of Education. (Pages 12190-12205)

Dr. Herl said the Administration is recommending approval of the Board of Education Guidelines and Procedures for the April 5, 2022 election. State statutes require the candidates be: a citizen of the United States; a registered voter living in the School District; to reside in the State of Missouri one year next preceding his/her election; and be at least 24 years of age. Candidates filing for the April 5<sup>th</sup> election can pick up candidate packets starting on December 7, 2021 at 8:00 a.m. at Central Office, 201 North Forest Avenue, Independence, Missouri. The last filing

**ORGANIZATION, PHILOSOPHY AND GOALS**

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

**School Board Organization****School Board Elections and Term**

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.

An election shall not be held if the number of candidates who have filed for the Board is equal to the number of 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 ~~seventeenth (17<sup>th</sup>)~~ ~~sixteenth (16<sup>th</sup>)~~ Tuesday prior to the election and ending at 5:00 p.m. on the ~~fourteenth (14<sup>th</sup>)~~ ~~eleventh (11<sup>th</sup>)~~ 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.

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

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

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.

**Expenditure of District Funds**

No contribution or expenditure of District funds will be made directly by any officer, employee, or agent of the District to advocate, support, or oppose the passage or defeat of any ballot measure, or the nomination or election of any candidate for public office, or to direct any public funds to, or pay any debts, or obligations of any committee supporting or opposing such ballot measure or candidates. This policy shall not be construed to prohibit any district official from making public appearances or from issuing press releases concerning such ballot issue.

**REV. 6/19**  
**REV. 10/21**

**ORGANIZATION, PHILOSOPHY AND GOALS****Policy 0324****School Board Organization****Filling Board Vacancies**

Whenever a vacancy occurs on the Board of Education, the remaining members of the Board will, by majority vote, appoint an individual to fill the vacant position until the next annual school election, ~~at which time the position shall be filled by election to complete the unexpired term.~~ Persons who are delinquent in the payment of state income tax, personal property tax, municipal tax, or real property tax on the person's place of residence are not eligible to be appointed to a Board vacancy. A candidate to fill a Board vacancy must provide the District with a signed and notarized affidavit stating that all state income taxes and property taxes, both person and real, have been paid or attest to the fact that no taxes were owed for the two fiscal years immediately prior to their appointment.

If the vacancy occurs less than six (6) months prior to the next school board election, the Board may use its discretion whether to fill the vacancy.

In filling the vacancy, the Board will inform the community and will solicit qualified community members to apply for the vacant position. The vote taken to fill the vacancy will occur in an open session meeting of the Board.

REV. 10/21



**STUDENTS****Policy 2420****Student Educational Records****Recording of Meetings**

The District prohibits the use of audio, video or other recording devices in any meetings between District employees and parents/guardians with the exception of meetings held pursuant to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.

Exceptions to this prohibition will be made on a case-by-case basis and in accordance with federal and state laws. If a parent or guardian wishes to request an exception to this general prohibition, he or she must make a written request to the organizer of the meeting no later than one week prior to the meeting. The request must state the reasons why the parent or guardian believes the District should make an exception and/or why he or she believes that the use of a recording device is necessary to comply with any applicable federal or state laws. The District will provide a written response to the request prior to the scheduled meeting.

Parents and/or legal guardians will be permitted to make an audio recording of any meeting held under the Federal Individuals with Disabilities Education Act (IDEA) or Section 504 of the Federal Rehabilitation Act including, but not limited to, IEP meetings. Any such audio recording shall be the property of the parent/legal guardian creating the recording. When a parent or legal guardian creates such recording, the District will also create an audio recording of the meeting. The District requires parents/legal guardians intending to make such audio recording to give the District's Director of Special Education twenty-four (24) hours' notice prior to the meeting of their intent to record. District employees making a good faith report of a violation of this paragraph will not be subject to adverse employment action in retaliation for making such report.

**NEW 10/21**

**STUDENTS****Policy 2710**  
**(Regulation 2710)****Student Welfare****Reporting Student Abuse**

The Board of Education believes that school staff members, school volunteers, and school contractors are in unique positions to assist children, families, and the community in dealing with the issue of child abuse and neglect. Child abuse is defined as any physical injury, sexual abuse, or emotional abuse inflicted on a child other than by accidental means. Neglect is defined as the failure to provide the proper or necessary support, education, nutrition or medical, surgical or other care necessary for the child's well-being. The status as an unaccompanied youth is not, in and of itself, a sufficient basis for reporting child abuse or neglect unless the child is under sixteen (16) years of age or is an incapacitated person. However, if a mandated reporter knows or has reason to believe that an unaccompanied child has been or may be a victim of child abuse or neglect, a report must be made. Employees, volunteers, and school contractors making reports of allegations of sexual abuse of a student will be provided immediate unrestricted use of communication technology and will be temporarily released from their work duties to make an immediate report.

If a school employee, volunteer or school contractor has a reasonable belief that a student has been or may be subjected to abuse or neglect, such employee, volunteer, or contractor and the Superintendent shall report the information immediately upon receiving the information to the Children's Division. Thereafter, the Superintendent will investigate the allegation for the purpose of making decisions about the accused person's employment. Depending upon the specific facts, the District may place the alleged abuser on paid leave of absence; place the employee in a non-student contact position; initiate dismissal proceedings; or continue the employee in their present position pending outcome of the investigation.

Any school district employee, volunteer, or school contractor acting in good faith, who reports alleged sexual misconduct on the part of a school employee will not be disciplined or discriminated against because of such reporting.

The District will annually provide employee and volunteer training, which will include but not be limited to current information concerning identification of the signs of sexual abuse in children as well as the identification of the danger signals of potentially abusive relationships between children and adults. This training will emphasize the importance of mandatory child abuse reporting, including the obligation to report suspected abuse by other mandated reporters. Employees and volunteers will receive training on the need for and methods to create an atmosphere of trust so that students believe their school and school employees are available to discuss matters concerning abusive behavior.

The District will post in each student restroom and in a clearly visible location in each school office, the toll free child abuse and neglect hotline number established by the Children's Division. These signs will be published in both English and Spanish. Such child abuse and neglect hotline

**Policy 2710**  
**(Regulation 2710)**  
**Page 2**

numbers shall be depicted in large print on posters 11 inches by 17 inches and will be placed at eye level for easy viewing. The hotline number will be shown in bold print. The signs shall also contain instructions to call 911 for emergencies and contain directions for accessing the Children's Division's website for more information on reporting abuse and neglect.

**Rev. 11/2019**

**REV. 10/21**



## **PERSONNEL SERVICES**

### **Policy 4120** **(Regulation 4120)** **(Form 4120)**

## **Employment**

### **Employment Procedures**

The Board of Education, upon recommendation of the Superintendent, votes on the employment of all certificated staff members. In approving applicants the Board will be guided by the desire to obtain individuals committed to providing the highest quality education for the District's students. For Title I staff qualifications and hiring, refer to Policy and Regulation 1621 – Title I.

### **Background Checks**

No person will be employed by the Board until the District obtains a clear criminal records check and a clear check of the ~~Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services~~ DHSS Family Care Safety Registry. Additionally, and prior to offering employment to any teacher who had previously been employed by a Missouri school district or charter school, the Superintendent/designee shall obtain from the Department of Elementary and Secondary Education the identity of the school district or charter school that had previously employed the applicant. The District will contact the former employer to determine if such applicant had been terminated or resigned in lieu of termination; or against whom allegations of sexual misconduct had been substantiated by the Children's Division.

All persons employed by outside vendors/contractors who will have contact with students will be required to successfully undergo a criminal records and a clear check of the Child Abuse/Neglect Registry prior to contact with students. Such background checks will be performed at the vendors/contractors' expense and will, upon request, be shared with the District. All finalists for an employment position will be required to sign a release of liability authorizing prior employers, including school districts, to furnish any information about the applicant and the applicant's work performance, including but not limited to discipline records and performance evaluations. The Administration may also conduct random background checks after employment. Failure to check references and prior employment for new hires prior to their start date may result in disciplinary action up to and including suspension without pay.

As part of the criminal records check, any person employed after January 1, 2005, shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol. All District employees who are authorized to access the Missouri Automated Criminal History Site (MACHS) will only use such criminal history information for purposes of verifying qualifications for employment. The District will not create copies of the criminal record for employment record purposes and will not disseminate the record, except as permitted by law.

The District will designate a full-time employee, who will be fully trained in the Missouri Highway Patrol's automated criminal history site (MACHS), to serve as the District Local Agency Security Officer (LASO). The District's LASO Security Officer will be responsible for

**Policy 4120**  
**Page 2**

implementation and oversight of the District's Use of MACHS for all applicants. Any employee who attempts to access MACHS without authorization, improperly disseminates an applicant's criminal history record or facilitates unauthorized access to MACHS, will be subject to disciplinary action up to and including termination. Such improper use of the MACHS system constitutes an "incident" requiring reporting. Immediately upon knowledge of an "incident," the District's Local Agency Security Officer (LASO) will be notified, in writing, describing the "incident." The LASO Officer will then notify the Missouri Highway Patrol with the details of the "incident."

**Vacancies**

All vacancies should be posted for a minimum of ten (10) school days before the Superintendent may recommend a qualified applicant to the Board for employment. In an emergency situation the Superintendent may temporarily employ an applicant prior to the expiration of the posting. The temporary applicant may be considered along with other applicants for the position after the ten days. However, in order to hire a Board member's spouse, the position must have been **advertised** posted for a minimum of ten (10) days. (Refer to Policy 0342 – Nepotism, Conflict of Interest and Financial Disclosure.)

**Responding to Requests for Employee Information**

The Superintendent or designee is the person who shall respond to requests from potential employers for information regarding a former District employee. The information the District will provide is title, position, length of employment, whether the employee was terminated or resigned, and whether the District would re-hire the employee.

Additionally, when requests for information from any public school regarding a former employee against whom allegations of sexual misconduct involving a student have resulted in a determination by the Board of an actual violation of sexual misconduct pursuant to Board Policy; a resignation in lieu of termination; or allegations of sexual misconduct that have been substantiated by Children's Division, the Superintendent or designee shall disclose to the requesting school the allegations of sexual misconduct and the results of a Children's Division investigation.

Any school district employee who is permitted to respond to requests for information and acting in good faith reports authorized information as provided in this policy or in good faith reports alleged sexual misconduct on the part of a District employee will not be disciplined or discriminated against because of such report.

This foregoing policy is intended to comply with the Amy Hestir Student Protection Act, Senate Bill 54, including section 162.068 RSMo. The District shall provide notice of this policy to all current employees and to all potential employers who contact the District regarding the possible employment of a District employee.

**Public Service Loan Forgiveness**

In accordance with State law, the Board directs the Superintendent or designee to provide to new employees, with ten (10) days following the start of employment, and to current employees upon request, up-to-date, accurate, and complete information regarding eligibility for public service loan forgiveness.

**Medical Examinations**

Medical examinations and inquiries will not be required prior to an offer of employment. The District may make post offer, pre-employment inquiries, however, into the ability of the applicant to perform job related functions.

At the post-offer, pre-employment stage, medical inquiries and tests may be required of all applicants for a particular job category. In addition, physical medical examinations may be required of all applicants for certain safety-sensitive job categories, including: custodians, maintenance, and facilities personnel. Any such medical examinations, inquiries, and/or tests shall be performed at District expense. Once employed, employees may only be subjected to medical inquiries or medical tests if the inquiry or test is job related and consistent with business necessity as provided by law.

If an applicant fails a test, the applicant may retake the test one time, within seven (7) days of initial failure, at the applicant's expense. The District will provide accommodations during the hiring process as required by law.

Any medical records will be maintained on separate forms, in separate medical files, and shall be kept confidential.

**REV. 11/2019**  
**REV. 6/2021**  
**REV. 10/21**

**PERSONNEL SERVICES****Policy 4320  
(Regulation 4320)****Absences, Leave and Vacation****Personnel Leave**

The Board of Education shall adopt regulations for the following types of leave for District employees:

1. Sick Leave
2. Personal Leave
3. Authorized Leave
4. Authorized Leave of Absence Without Pay
5. Bereavement Leave
6. Emergency Leave
7. Leave for Jury Duty
8. Military Leave
9. Leave of Absence
10. Family and Medical Care Leave (See Policy and Regulation 4321)
11. ~~COVID-19 Leave Without Pay~~ Domestic/Sexual Violence Victim Leave

Specific provisions of the various types of District leave are set out in Regulation 4320.

**Paid Time Off ("PTO")**

As a result of the public health emergency due to COVID-19, any sick, personal, or vacation leave accrued by an employee as of March 13, 2020 through June 30, 2020 is hereby converted to "Paid Time Off" or "PTO." PTO may be used on or between March 13, 2020 through June 30, 2020, for any reason approved by District administration.

Should an employee retain any PTO after June 30, 2020, it will be restored to the appropriate leave designation (sick, personal, vacation, etc.) based on the amount(s) and type(s) of leave the employee had accrued, or did accrue, as of March 13, 2020 through June 30, 2020, and any PTO used during that timeframe. When restoring PTO to the appropriate designation, PTO leave taken by the employee will be considered to have

**Policy 4320**  
**(Regulation 4320)**  
**Page 2**

been used from the employee's available accrued leave until depleted, in the following order: vacation, personal, and sick.

**Borrowed Leave During the 2019-2020 School Year**

~~As a result of the public health emergency due to COVID-19, leave under this policy and as outlined in Regulation 4320 may be borrowed from any anticipated leave an employee will accrue during the 2020-2021 school year, based on the position the employee will hold in the 2020-2021 school year, for use during the 2019-2020 school year.~~

~~Should an employee who borrowed leave to use during the 2019-2020 school year not continue working for the District through the 2020-2021 school year for any reason, any such monies paid to an employee as a result of the employee borrowing leave during the 2019-2020 school year shall be repaid to the District within 30 days of the employee's termination of employment.~~

~~By borrowing leave from the 2020-2021 school year to use in the 2019-2020 school year, the employee also expressly allows the District to withhold this amount from any paychecks due to the employee prior to, or at the time of, termination of employment with the District. Should the employee fail to repay any amount due to the District for borrowed leave not yet accrued, the employee also expressly agrees to pay any costs the District incurs to obtain repayment from such employee, including but not limited to, court costs and attorney's fees.~~

~~For purposes of borrowed leave, "school year" shall mean the period running from July 1 to June 30 of such school year.~~

Rev. 8/2020  
REV. 10/21

**PERSONNEL SERVICES****Policy 4322**  
**(Règulation 4322)****Absences, Leave and Vacation****Domestic/Sexual Violence Victim Leave**

The District will provide unpaid leave for employees who become victims of domestic or sexual violence and for an employee whose family or household member becomes a victim of domestic or sexual violence. Eligible employees will receive up to two (2) weeks of unpaid leave during any twelve-month period. Such leave may be taken intermittently or on a reduced work schedule.

Employees seeking leave under this policy must provide their supervisor with at least forty-eight (48) hours' advance notice, if practicable, of their intent to take leave under this policy. When an unscheduled absence occurs, the employee must, within reasonable period after the absence, provide certification of the approved reason for the leave as provided in this policy. Employees returning from leave under this policy, will be restored to the position held prior to leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

**NEW 10/21**



**STUDENTS****Regulation 2530****Page 1****Student Academic Achievement****Graduation Requirements****Graduation Requirements for the Class of 2019 and Subsequent Years:**

1. **Twenty-eight and a half (28.5) units of credit** are required for graduation to be earned in grades nine through twelve.

2. **Graduation Requirements**

<b>Specific Courses</b>	<b>Graduation Requirements</b>				
Language Arts	4 units				
Social Studies	3 units				
Mathematics	3 units				
Science	3 units				
Fine Arts	1 unit				
Practical Arts	1 unit				
Physical Education	1 unit				
Health	0.5 unit				
Personal Finance	0.5 unit				
Other Electives	11.5 units				
<b>Total to Graduate</b>	<b>28.5 units</b>				

The Independence School District requires that each student select, as part of their preparation for graduation, an Academy pathway. The intent of Academy requirement is to encourage students to clarify education and career interest to prepare for advanced study at four-year colleges/universities, community colleges, or technical institutions and/or for direct entry into the world of work.

3. **Classification of Secondary Students**

A classification system is recommended as follows: with at least 7 credits earned = Sophomore status, 14 credits earned = Junior status, and 21.5 credits earned = Senior status. Graduation Plans would be required for sophomores with fewer than 7 credits, juniors with fewer than 14 credits, and seniors with fewer than 21.5 credits.

**Additional Considerations Regarding Graduation****Summer School**

Course credit(s) earned in summer school or night school may be counted toward the high school graduation requirements if the courses meet Missouri Department of Elementary and Secondary Education standards and regulations. Summer school grades do not influence class rank.

**Regulation 2530****Page 2****Credit Recovery Options**

Credit recovery provides an opportunity for high school students who fail a course to complete the requirements of the class. Once the student demonstrates mastery of the course requirements, the student shall receive credit for the course. Grades earned through credit recovery options such as night school and FuelEd will not impact a student's class rank.

**Correspondence Credit**

A maximum of two (2) units of correspondence credit from accredited colleges and universities may be counted toward the high school graduation requirements. Students desiring to use correspondence credit to meet graduation requirements shall obtain prior approval of the principal or his/her designee.

**Virtual Instruction Program**

The District will participate in a virtual instruction program called FuelEd. The District will receive notification from teachers facilitating FuelEd courses concerning the percentage of work satisfactorily completed by each student for each virtual education class completed. District staff members will assign a grade and course credit depending upon the percentage of work satisfactorily completed for each class.

**Special Education**

Exceptions to the above graduation requirements may be made for students enrolled in special education classes. In making these exceptions, the instructional and administrative staffs will be guided by each student's ability to perform. Specific courses may be required of a special education student when it is determined to be in the best interest of the student. The Individual Educational Plan (IEP) may determine the appropriate educational program leading to the awarding of a diploma, as well as exemption from class rank.

In awarding credit and assigning grades, the District will apply the same standards for grade assignment and credit award as are applied to courses completed in the District's traditional curriculum. Credit toward meeting District graduation requirements will be awarded for FuelEd courses provided the work completed meets the academic standards required in the District's traditional education program.

**Regulation 2530**  
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<b>Locations and Courses</b>	<b>Current Credit Awarded Per Year</b>	<b>Waiver of One (1) Unit of Academic Credit</b>
<b>Summit Tech. Acad.</b>		
Pre-Prof. Nursing	3 in Science/Practical Arts	Science
Enter. Media Tech.	3 in Fine Arts	Na
Summit Intl. Studies Academy	3 in General Electives	Social Studies
<b>Herndon Career Ctr.</b>		
Auto Collision I and II	3 in Practical Arts	Science
Cosmetology	3 in Practical Arts	Com. Arts or Science
Auto Tech. I and II	3 in Practical Arts	Science
Culinary Arts	3 in Practical Arts	Com. Arts or Science
Diesel Mechanics I and II	3 in Practical Arts	Science
Early Childhood Prof.	3 in Practical Arts	Com. Arts
Electronic Systems Tech. I and II	3 in Practical Arts	Math
Foundations of Nursing	3 in Practical Arts	Science
Heating Vent. AC I and II	3 in Practical Arts	Com. Arts or Science
Networking Sys. I and II	3 in Practical Arts	Com. Arts or Math
Small Business Management	3 in Practical Arts	Com. Arts
Welding/Metal Fab. I and II	3 in Practical Arts	Science or Math
<b>_Metropolitan Comm. College</b>		
_MCC Manufacturing Technology	3 in Practical Arts	Math
_MCC Public Safety	3 in Practical Arts	N/A

### **Course Credits, Board of Education Award, Weighted Courses**

#### **Course Credits**

Required courses may be taken during the regular school day, during the District's summer school, through approved correspondence programs, and through approved virtual instruction programs. Additional considerations concerning graduation involving summer school, correspondence credit, transfer students, and other issues may be discussed with a counselor. Students who voluntarily withdraw from a class after the first twenty (20) attendance days of each semester will receive an "F" in the class for that semester. Exceptions may be allowed by the principal or his/her designee.

**Regulation 2530****Page 4****Board of Education Award**

All graduating seniors will be ranked. Over the course of the high school career, all semester GPAs are combined to comprise the cumulative GPA. However, class rank is based on total accumulated grade points, not GPA. **Rev. 10/2007**

The Board of Education shall present a scholastic medal and plaque to those graduating seniors who:

- place in the top one percent of the class;
- complete eight semesters of high school attendance; and
- attend four years of high school education totally in The School District of the City of Independence.

**Weighted Courses**

Weighted courses are available in selected subject areas. They carry an additional grade point value and some offer college credit as well, due to the nature of the class. Weighted courses are determined according to the following criterion:

- 1) Advanced Placement (AP)/Pre-AP
- 2) College credit status (Project Lead the Way)
- 3) Dual Credit
- 4) The lower weighting chart will go into effect for all incoming freshmen scheduled to graduate in 2013.

Courses taken in Advanced Placement or dual-credit formats will receive added grade points in the grading system. Students enrolled in Pre-AP or Project Lead the Way (PLTW) courses will receive a weighted value of .50 on a 4.0 scale. Students enrolled in AP or dual-credit courses will receive a weighted value of 1.0 on a 4.0 scale.

Grade	Grade Points Awarded		
	Un-Weighted	Dual-Credit/AP	Pre-AP/PLTW
A	4	5	4.5
B	3	4	3.5
C	2	3	2.5
D	1	2	1.5
F	0	1	0

A current listing of weighted courses can be found in the Program of Studies.

**Transfer Students**

For a class to be counted as a weighted class, the student must have come from an accredited high school in Missouri or the equivalent classification from another state or a North Central Association or equivalently accredited high school.

No class taken in another school district will be counted as weighted unless the same course is offered as a weighted class in the District's curriculum and is conducted as an honors/weighted class in the sending school.

**Regulation 2530****Page 5**

Students who are transferring more or fewer credits than can be earned by Independence high school students (4 credits per semester), will have their potential grade points adjusted to 4 credits so as to not provide an unfair advantage when calculating class rank. Under these circumstances, the counselor will correlate the courses identified on the transcript from the previous school to the courses offered through the District's program of studies. If a course is identified that is not offered in the District's program of studies, then this course will be removed from the accumulated grade points available. The course credit will still be applied toward graduation requirements. If all the courses transferred are found with the District's program of studies, then the course that is not an identified course needed for graduation will be removed from the calculation. If all courses are needed for graduation, then the lowest grade will be removed from the calculation.

Juniors and Seniors transferring from another accredited Missouri school who cannot reasonably meet the Independence School District graduation requirements of 28.5 credits, may be permitted to graduate based on the successful completion of a program of studies equivalent or higher than the graduation requirements outlined at their previous school. The transferring student must create a graduation plan with their counselor, and the plan must be agreed upon by the building principal. The graduation plan must include the following requirements to be considered to receive an Independence School diploma:

<b>Specific Courses</b>	<b>Credit Requirements</b>
English/Language Arts	4 credits
Social Studies*	3 credits
Mathematics	3 credits
Science	3 credits
Fine Arts	1 credit
Practical Arts	1 credit
Physical Education	1 credit
Health **	0.5 credit
Personal Finance	0.5 credit
Electives Credits	Total elective credits will be determined based on the amount of credits needed to satisfy or exceed the graduation requirements outlined at their previous school.
<b>Total to Graduate</b>	<b>Total credits must be equivalent or higher than graduation requirements outlined at their previous school.</b>

\* Students shall meet the requirements of Sections 170.011, RSMo. (United States and Missouri Constitutions, and American history and institutions), and 170.345, RSMo. (Civics).

\*\* Students shall meet the requirement of Section 170.310, RSMo., concerning cardiopulmonary resuscitation (CPR) instruction and training.

Students transferring from schools other than accredited schools in the state of Missouri and placed in grade 10 or above may be excused by the District from certain District graduation requirements at the District's discretion. This exemption does not extend to state graduation requirements.

**Regulation 2530****Page 6****Grade Point Average (GPA), Class Rank, and Weighted Courses**

Grade points are awarded based on the table on the preceding page. The grade points are used in computing a GPA. Over the course of the high school career, all semester GPA's are combined to comprise the cumulative GPA. However, class rank is based on total accumulated grade points, not GPA. Students who take a full schedule all four years, and include as many weighted courses as possible will earn more grade points than students who take a few weighted courses or who take a partial schedule during the senior year.

**Semester Attendance Requirement**

The Board of Education recommends that each student attend eight (8) semesters of high school in the regular four year course of study in grades nine and above. A student desiring to graduate after seven (7) semesters of attendance must have approval by the Board of Education. Students wishing to graduate early must submit their letters of intent to their principal and Board of Education by November 1<sup>st</sup> to be eligible for consideration. Through this procedure, students must complete credit check forms to be signed by their counselor, parents, principal, and must be attached to the letter of intent. Students should be advised that omission of the eighth semester will affect the class rank and cause them to forfeit participation in activities regulated by the Missouri State High Schools Activities Association under its eligibility requirements. (Rev. 1/14/2003) A student desiring to graduate after six (6) semesters of attendance must demonstrate a significant cause for consideration and they must follow the same process as previously stated.

Satisfactory completion of twenty-eight and one half (28.5) units of credit is required for graduation by the Board of Education for the classes of 2019 and subsequent years.

Students who have completed all graduation requirements are eligible to receive a diploma during the spring graduation ceremony of that given year.

The attendance requirement may be reduced for pupils who cannot attend due to illness. Part of the minimum requirement may be earned by these students through correspondence or through approved homebound study.

**Rev. 1/19**

**Rev. 10/21**



**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 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 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 75 days effective June 30, 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, 2019, the District will cap the number of reimbursable days for unused sick leave at 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 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. Any person entitled to military leave shall only be charged military leave for any hours which the person would otherwise have been required to work had it not been for such military leave at a minimum of one hour and additional charges will be in multiples of one hour.

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

**Domestic/Sexual Violence Victim Leave (See Policy and Regulation 4322)**

**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



**Regulation 4320**  
**Page 7**

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**

**COVID-19 Leave Without Pay**

~~For the 2020-2021 school year only, employees may request to be placed on a leave of absence without pay for up to eight (8) weeks by submitting a written request to the Superintendent or designee. Requests will be approved as determined appropriate by the Superintendent or designee. While on this leave, staff members will not receive salary or benefits, except that the District will pay its portion of the staff member's health insurance premium. The staff member will be responsible for paying to the District his or her own portion of the premium during this period of leave in order to maintain health insurance coverage. This option for leave will sunset on June 30, 2021.~~

**REV. 8/2020**

**REV. 10/21**

**PERSONNEL SERVICES****Regulation 4322****Absences, Leave and Vacation****Domestic/Sexual Violence Victim Leave****Definitions**

*Abuse:* any physical injury, sexual abuse, or emotional abuse inflicted on a child other than by accidental means by those responsible for the child's care, custody, and control, except that discipline including spanking, administered in a reasonable manner, shall not be construed to be abuse. Victims of abuse shall also include any victims of sex trafficking or severe forms of trafficking.

*Domestic Violence:* abuse or stalking committed by a family or household member, as such terms are defined in this section.

*Employment Benefits:* all benefits provided or made available to employees by an employer, including life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan".

*Family or Household Member:* for employees with a family or household member who is a victim of domestic or sexual violence, means a spouse, parent, son, daughter, other persons related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

*Reasonable Safety Accommodation:* an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of safety procedure, or assistance in documenting domestic violence that occurs at the workplace or work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable.

*Reduced Work Schedule:* a work schedule that reduces the usual number of hours per work week, or hours per workday of an employee.

*Sexual Assault:* causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

*Sexual Exploitation:* knowingly recruiting, enticing, harboring, transporting by any means, including the use of force, abduction, coercion, fraud, deception, blackmail, or causing or threatening to cause financial harm to another person for the use or employment of such person in a commercial sex act, sexual conduct, a sexual performance, or the production of explicit sexual

Regulation 4322  
Page 2

materials without his or her consent or benefit, financially or by receiving anything of value from participation in such activities.

*Sexual Violence:* a sexual assault or trafficking for the purposes of sexual exploitation.

*Victim Services Organization:* a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocate for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process.

### **Activities Entitled to Leave**

1. Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member.
2. Obtaining service from a victim service organization for the employee or for the employee's family or household member.
3. Obtaining psychological or other counseling for the employee or for the employee's family or household member.
4. Participating in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee or for the employee's family or household member from future domestic or sexual violence, or to ensure economic security.
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

### **Certification Requirement**

The District requires employees using unpaid leave under this Policy to provide certification that the employee or the family or household member is a victim of domestic or sexual violence. The certification shall also provide that the leave is for purposes provided in this Policy. Such certification shall be provided to the employee's supervisor within a reasonable period after the notice of intent to take leave.

**Regulation 4322****Page 3**

Certification of leave shall include employee's sworn statement and the following:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of such violence; or
2. A police or court record; or
3. Other corroborating evidence.

All information provided to the District by the employee seeking or receiving leave shall be retained in the strictest confidence by the District. For purposes of the Sunshine Law, these documents are considered to be a closed record.

**Benefits and Status Reporting**

Employees taking leave under this Policy will not incur any loss of employment benefits which had accrued up to the date of leave. The District will recover from employee the premiums paid by the District for maintaining coverage for the employee and for the employee's family or household member if the employee fails to return from leave. The District will require employees utilizing leave to periodically provide the District with the status and intention of the employee to return to work.

**Reasonable Safety Accommodation**

Eligible employees seeking a reasonable safety accommodation, as defined in this Policy, will be required to submit a written statement signed by the employee or by an individual acting on the employee's behalf. Such statement must certify that the requested reasonable safety accommodation is for the purposes authorized by this Policy.

**NEW 10/21**

date is December 28<sup>th</sup> and Central Office will be open from 1:00-5:00 p.m. on that day as it is during Winter Break and schools/offices are closed.

Eric Knipp made the motion, second by Blake Roberson, that the Board of Education approves the Election Guidelines and Procedures for the April 5, 2022 School Board Member Election. The motion was unanimously approved by the Board of Education. (Page 12207)

Dr. Herl explained that the Administration is recommending amending the Transportation Driver and Attendant Salary Schedules effective January 1, 2022. This recommendation is based on the District hiring and retaining qualified bus drivers and attendants for the Transportation Department.

The motion was made by Blake Roberson, second by Jill Esry, that the Board of Education approves the amended salary schedules for Transportation drivers and attendants effective January 1, 2022 as presented. The motion was unanimously approved by the Board of Education. (Pages 12208-12209)

Dr. Stout said the Administration is recommending purchasing a 30 passenger gasoline lift van for special education transportation from Central States Bus Sales at a cost of \$76,029/00 through the NJPA/Sourcwell Contract number #102115-BBB.

Eric Knipp made the motion, second by Jill Esry, that the Board of Education approves the proposal from Central States Bus Sales for the purchase of one (1) 30 passenger gasoline powered van at a cost of \$76,029 through the NJPA/Sourcwell Contract number #102115-BBB. The motion was unanimously approved by the Board of Education.

Dr. Stout explained that the Administration is recommending purchasing seven (7) 71 passenger propane powered buses and three (3) 48 passenger propane powered wheelchair accessible buses from Central States Bus Sales as part of the District's transportation plan. The total cost is \$1,346,285.00 through the NJPA/Sourcwell Contract #102115-BBB.

Blake Roberson made the motion, second by Greg Finke, that the Board of Education approves accepting the quote from Central States Bus Sales for the purchase of ten (10) propane powered school buses at a total cost of \$1,346,285.00 through the NJPA/Sourcwell Contract #102115-BBB. The motion was unanimously approved by the Board of Education.

Dr. Herl stated that as part of the District's Facilities Comprehensive School Improvement Plan, the District will remodel the kitchen and cafeteria at Van Horn High School as one of the Bond Issue projects. The Administration is recommending accepting the Guaranteed Maximum Price of \$5,323,124 from Nabholz Construction for this project.

Jill Esry made the motion that the Board of Education approves accepting the Guaranteed Maximum Price of \$5,323,124.00 from Nabholz Construction for remodeling the kitchen and cafeteria at Van Horn High School as presented. The motion was seconded by Eric Knipp and unanimously approved by the Board of Education.

There being no further information to come before the Board of Education, Greg Finke made the motion, second by Jill Esry, to adjourn the meeting and go into executive session for legal, real estate, and personnel issues at 6:49 p.m. The motion was approved as follows:

Ayes: Denise Fears  
Eric Knipp  
Jill Esry  
Blake Roberson  
Greg Finke

Absent: Matt Mallinson  
Carrie Dixon

  
Secretary

  
President

**INDEPENDENCE SCHOOL DISTRICT GUIDELINES AND PROCEDURES  
BOARD OF EDUCATION ELECTION - APRIL 5, 2022**

**I. Qualifications for Candidacy**

- a. Must be a citizen of the United States.
- b. Must be a registered voter living in the School District.
- c. Must have resided in the State of Missouri for one year next preceding his/her election.
- d. Must be at least twenty-four years of age.

**II. Nomination by Petition**

Persons interested in filing for the April 5, 2022 school board election are required to file with the Secretary of the Board of Education a petition with at least one hundred (100) signatures of qualified registered voters of the School District of Independence.

Petition blanks may be picked up from the Board Secretary, 201 North Forest Avenue, from 8:00 a.m. to 4:30 p.m. daily beginning Tuesday, December 7, 2021 (except for Winter Recess - December 22, 23, 24, and 27, 2021). The Board of Education Office will be open from 1:00-5:00 p.m. on Tuesday, December 28, 2021 for those filing the last day of the candidate filing period. Persons interested in running for the Board of Education will need to pick up petitions in person and have petitions initialed by the Board Secretary.

**III. Petition Filing Date and Order on Ballot**

Petitions properly completed must be filed with the Board Secretary at 201 North Forest Avenue, Independence, Missouri, no later than 5:00 p.m. Tuesday, December 28, 2021. The Board Secretary will indicate the time and date of filing on each petition as received. The petitions will be forwarded to the Jackson County Board of Election Commissioners for determination of the validity of the signatures and residence in the school district. A random drawing for the order in which names shall appear on the ballot will be conducted for candidates who file a declaration of candidacy on the first day, December 7 (115.127 (5) RSMo). The names of candidates filing after December 7 will be listed on the ballot in the order in which valid petitions are received by the Board Secretary and as described in the Board Policy. Petitions found to be invalid may not be amended to preserve order of listing on the ballot.

Persons with petitions found to be in order with the proper number of valid signatures will be certified as candidates for election by the Secretary of the Board of Education of the School District of Independence.

**IV. Certification of Candidates**

The Secretary of the Board of Education will certify the candidates and their order on the ballot at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri, at a special meeting to be scheduled prior to Tuesday, January 25, 2022 in the presence of candidates and others desiring to attend.

**V. Candidate Name Policy**

All names shall appear in the same form in which the candidate is registered to vote, except that:

1. Prefixes and suffixes which represent titles or degrees shall not be used.
2. The following exceptions, when certified by the candidate as a necessary means of identification, may be allowed: commonly used nicknames; or commonly used abbreviations.

The Board of Election Commissioners, in its discretion, may review the necessity of such identification after providing notice to the candidate.



**INDEPENDENCE SCHOOL DISTRICT  
TRANSPORTATION DRIVER  
SALARY SCHEDULE - amended  
2021-2022**

**DAILY DRIVER RATES**

<b>Step</b>	<b>Hourly Rate</b>
<b>1</b>	16.50
<b>2</b>	16.86
<b>3</b>	17.21
<b>4</b>	17.57
<b>5</b>	17.93
<b>6</b>	18.28
<b>7</b>	18.64
<b>8</b>	19.00
<b>9</b>	19.35
<b>10</b>	19.71
<b>11</b>	20.06
<b>12</b>	20.42
<b>13</b>	20.78
<b>14</b>	21.13
<b>15</b>	21.49
<b>16</b>	21.85
<b>17</b>	22.21
<b>18</b>	22.56
<b>19</b>	22.93

**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	\$12.43 per hour up to 40 hours
All Extra Non-Driving Work (wash buses, meetings, trash)	\$12.43 per hour
Bus Fueler	\$13.00 per hour
Seasonal Bus Washing Crew	\$11.00 per hour

**INDEPENDENCE SCHOOL DISTRICT  
TRANSPORTATION ATTENDANT  
SALARY SCHEDULE - amended  
2021-2022**

**DAILY ATTENDANT RATES**

<b>Step</b>	<b>Hourly Rate</b>
<b>1</b>	12.43
<b>2</b>	12.73
<b>3</b>	13.04
<b>4</b>	13.34
<b>5</b>	13.65
<b>6</b>	13.95
<b>7</b>	14.26
<b>8</b>	14.56
<b>9</b>	14.87
<b>10</b>	15.18
<b>11</b>	15.48
<b>12</b>	15.79
<b>13</b>	16.09
<b>14</b>	16.40
<b>15</b>	16.70
<b>16</b>	17.01
<b>17</b>	17.32
<b>18</b>	17.62
<b>19</b>	17.93

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: \$12.43 per hour

Extra Work: \$12.43 per hour (bus washing, meetings, trash)

\$13.00 per hour (fueler)