

BOARD OF EDUCATION
The School District of Independence

12282

The Board of Education met in regular session Tuesday, May 10, 2022, at 6:00 p.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present: Mr. Eric Knipp, President
 Mr. Blake Roberson, Vice President
 Mrs. Carrie Dixon, Treasurer
 Mrs. Jill Esry, Director
 Mr. Greg Finke, Director
 Mrs. Denise Fears, Director
 Mr. Anthony J. Mondaine, 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. Megan
 Murphy, Mrs. Sherry Potter, Mr. Todd Theen, Mr. Salum Stutzer, INEA,
 interested patrons, staff, and Ms. Annette Miller.

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

Denise Fears made the motion to approve the amended May 10, 2022 Agenda as presented. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Mr. Knipp said several people had requested to address the Board of Education this evening. He read Policy 0412 regarding the process of addressing the Board of Education.

Ah'Janayee Jones, 2206 South Maywood Avenue, Independence, MO 64052, is a student at Van Horn High School. She addressed the Board of Education regarding the student walkout that took place on April 8 at Van Horn. She stated the reasons were: 1) the dress code policy not allowing students to wear dorags or bonnets so they are suggesting a resolution that would allow these headdresses if they have a VH on them; and 2) a curriculum on black and minority history as this is not objective in the current American History course. They are recommending adding a new chapter to the history course focusing on black and minority history and they are willing to serve on a committee to create this chapter.

Brandi Prunte, 610 North River Boulevard, Independence, MO 64050, addressed the Board of Education regarding teacher retention. She stated the data should not be compared to St. Louis or rural school district areas. She provided data regarding percentage of teacher retention for Kansas City, Lee's Summit, Belton, and Liberty School Districts. She said that Truman High School at one time had 25 alumni teachers and now they have 4. She talked about letters of resignation and exit interviews. She stated that Human Resources did not conduct an exit interview with her when she resigned. In providing data on teacher retention she referenced two issues: salaries and working conditions. She said the ISD allows less prep/planning time than other districts and teacher have to do more work with less time to prepare. She also talked about teachers taking a day off and then needing a doctor's note to prove they were ill. She said that transparency is lacking and the Board should be in control.

Jennifer Gaye, 3132 South Cedar Crest Court, Independence, MO 64057 addressed the Board of Education regarding cultural competency and supporting all students. She shared that she is an ISD graduate and employee. She talked about 50% of the students are BIPOC and the District's percentage of free/reduced count. Ms. Gaye said that the District has written competency core goals but they are not public. She said that cultural competency needs to be shared in the community. She asked that the District promote, facilitate communication, advocate, and support all students, She also addressed the trauma sensitive/informed program. She stated that the Missouri model is a continuum model and it is on the DESE website. She said that according to the continuum rubric that most of the ISD schools are at Stage 1 or 2 (aware or sensitive) and the District needs more trauma-informed professional development.

Mr. Knipp thanked the individuals for addressing the Board of Education regarding their concerns/suggestions.

Dr. Herl reported the May List of Bills total is \$9,656,126.36 and that three motions listed to let bids includes: transportation services for students who meet the requirements under the McKinney-Vento Homeless Assistance Act; bids for specialized cab services; and renovation of the south basement area at William Chrisman High School.

Jill Esry made the motion that the Board of Education approves the May 10, 2022 Consent Agenda as printed.

1. Minutes – April 12, 2022
 2. Approval of May 10, 2022 List of Bills totaling \$9,656,126.36
 3. Approval of Personnel Recommendation #19 as follows:
 - A. Request to Retire (Certificated Staff) Effective June 30, 2022.
 1. Speech Therapist/William Southern Elementary School
 - B. Request to Resign (Certificated Staff) Effective June 30, 2022.
 1. Joshua Funnell, Fourth Grade/Korte Elementary School
 2. Angela Lester, Virtual/William Southern Elementary School
 3. Jennifer O'Brien, Virtual Second Grade/Abraham Mallinson Elementary School
 4. Bethann Podjenski, special Education/Little Blue-Spring Branch Elementary Schools
 5. Jennifer Rhoades, Fourth Grade/Abraham Mallinson Elementary School
 6. Hilary Tramel, Part-Time Math/Van Horn High School
 - C. Request to Hire (Certificated Staff) for the 2022- 2023 School Year.
 1. Doug Burnett, Math Teacher
 2. Amber Bradley, Foundations Teacher
 3. Parker Bryant, Special Education Teacher
 4. Lynn Crowley, ELA Teacher
 5. Kaylynn Gallardo, ESL Teacher
 6. Zoe Graeme, Special Education Teacher
 7. Waymon Hollister, ELA Teacher
 8. Claire Jones, Counselor
 9. Erin Keller, Early Childhood Special Education Teacher
 10. Kathia Lara, Counselor
 11. Catherine Martin, Foundations Teacher
 12. Vincent Mormino, Art Teacher
 13. Douglas Nehring, Social Studies Teacher
 14. Kinzi Nolen, Art Teacher
 15. Emili O'Brien, Elementary Teacher
 16. Madison Pope, Library Media Specialist
 17. Shelby Potter, Elementary Teacher
 18. Kei Roers, ESL Teacher
 19. Jason Sanders, Social Studies Teacher
 20. Kade Tucker, Social Studies Teacher
 21. Bryanna Warner, Library Media Specialist
 22. Dawn Wilkerson, Foundation Teacher
 23. Jaggard Williams, Speech/Drama Teacher
 - D. Request to Hire (Fellows) for the 2022-2023 School Year.
 1. Meredith Dotson, Elementary Teacher
 2. Jack Robertson, Social Studies Teacher
 4. Approval to Let Bids for Transportation Services of Students meeting Requirements under the McKinney-Vento Homeless Assistance Act.
 5. Approval to Let Bids for Specialized Cab Services.
 6. Approval to Let Bids for Renovation of the South Basement Area at William Chrisman High School.
- The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Herl provided a legislative update but said that things are changing rapidly in the legislature. He said that HB1858 (Parents Bill of Rights) failed; the State budget was approved which includes 100% funding of the 75% mandated by state statute for transportation costs and the District could receive approximately \$1,500,000.00 this year; and the Governor can still veto line items. The Foundation Formula funding was not increased. There are three omnibus education bills as well as single bills that could still be approved/passed. Amendments are being added and modified in conferences. The Legislative session ends at 10:00 p.m. on Friday, May 13, 2022. Dr. Herl said that State assessments will be finished up soon and there are questions surrounding MSIP 6. A Blue Ribbon Commission has been created due to the concern for teacher retention. Dr. Dred Scott has been asked to serve on this Commission. The District's \$1,000 incentive this year helped with staffing for the 2022-2023 school year. Approximately 87.8% of the eligible staff participated in the incentive.

Mr. Stutzer provided an update on the Bond Issue projects. He said the District is nearing the end of Phase 1 projects. He shared slides showing the Nowlin Middle School track and field have progression with the surface and striping completed. Phase 2 work will include building a storage unit at the site. William Chrisman High School's softball area is substantially completed. Roof trusses are being installed and the interior wall framing will start soon on Truman High School's storage unit which will also include storage area for ROTC items. The Middle School Campus storage building construction is slightly ahead of Truman's. William Chrisman High School's metal storage building extension is waiting on the roof trusses which are due to arrive next Monday. The exterior walls are going

up for Van Horn High School's 3,200 square foot cafeteria renovation/addition and should be completed by the end of the school year and ready when school starts in August. Most of the current projects will be done by August 1st. Mr. Stutzer reminded everyone that the graduations will take place at each of the high schools on May 28th.

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

Dr. Herl introduced the District's insurance brokers Mr. Dave Johnson and Mr. Jim Vigliaturo from CBIZ. Mr. Johnson said they had negotiated a renewal with Blue Cross and Blue Shield at an overall increase of 2% with no plan changes. The District pays 100% for two core plans for employees and Buy-Up Plans will increase by various amounts. The School District will continue to contribute \$1,000 to the HSA plan for each employee enrolled in one of the QHDHPs. Due to lower increase of 2%, the District was able to buy down the family plans.

Greg Finke made the motion, second by Carrie Dixon, that the Board of Education approves Blue Cross/Blue Shield to provide health insurance coverage to the Independence School District becoming effective on October 1, 2022. The District will also continue to provide an annual HSA contribution of \$1,000 to participants in the qualified High Deductible Healthcare Plans. The motion was unanimously approved by the Board of Education.

Mr. Johnson said that CBIZ had negotiated an agreement with CIGNA Dental Insurance to renew the dental insurance plan on October 1, 2022 with a 5% increase and no plan changes. The agreement is for two years until October 1, 2024. The School District pays the premium for single employee plans.

A motion was made by Blake Roberson, second by Denise Fears, that the Board of Education approves CIGNA Dental to continue to provide dental insurance coverage to the Independence School District effective October 1, 2022 for a period of two years, or until October 1, 2024. The motion was unanimously approved by the Board of Education.

Dr. Herl shared information about the multi-year bargaining agreements with the Independence National Educational Association, Independence Transportation Employee Association, and Independence Education Support Personnel. The District negotiations for salaries and benefits are based on the teachers' salary schedule and all employees get the same percentage for raises. Individual salary schedules are reviewed to ensure that the District maintains competitive salaries for employees.

Dr. Grant stated that the INEA agreement had removed the HB1413 language from last year, changed the labels on the salary schedule headings, and removed the Professional Improvement Deficiency (PID). The overall compensation package totals \$6,822,000.

Denise Fears made the motion that the Board of Education approves the new five year (July 1, 2022-June 30, 2027) Collective Bargaining Agreement between the Independence School District and the Independence National Education Association. The motion was seconded by Jill Esry and unanimously approved by the Board of Education. (Pages 12285-12306)

Dr. Grant stated that the ITEA Agreement also removed the HB1413 language. The ITEA and District will continue to work on a safe driving program. If an ITEA employee is gone for 90 days or less they can return to work and retain their seniority but the employee can only return one time and retain their seniority.

Blake Roberson made the motion that the Board of Education approves the new five year (July 1, 2022-June 30, 2027) Collective Bargaining Agreement between the Independence School District and the Independence Transportation Employee Association. The motion was seconded by Greg Finke and unanimously approved by the Board of Education. (Pages 12307-12329)

Dr. Grant stated that the new five year IESP Agreement includes that skilled trades positions will not be required to serve on the Facilities on-call rotation during District observed holidays. Facility Supervisors will cover during these times.

The motion was made by Denise Fears, second by Carrie Dixon, that the Board of Education approves the new five year (July 1, 2022-June 30, 2027) Collective Bargaining Agreement between the Independence School District and the Independence Educational Support Personnel Association. The motion was unanimously approved by the Board of Education. (Pages 12330-12350).

Dr. Herl stated that through the Board approved membership in the Greater Suburban Kansas City Joint Purchasing Cooperative (approximately 19 school districts), the District is able to purchase supplies and products in large quantities and save on the prices. The Administration is recommending approval of the bids as presented for custodial and operational supplies for the 2022-2023 school year.

**AGREEMENT BETWEEN THE
INDEPENDENCE-NATIONAL EDUCATION ASSOCIATION
AND THE
SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE,
MISSOURI**

JULY 1, 2022-JUNE 30, 2027

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 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 21 day of April 2022.

The term of Agreement shall begin July 1, 2022, and shall end June 30, 2027.

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 classified personnel holding positions not specifically identified above 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.

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.

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(s) 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, 2022, or such later date as may be shown above through June 30, 2027.

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, 2026, and prior to January 1, 2027, 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.

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.
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.

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 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;
 - d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
 - e. To introduce new or improved methods, equipment, and facilities;
 - f. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
 - g. To determine whether to provide or purchase goods and services;
 - h. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
 - i. To hire all employees and to determine their qualifications;
 - j. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement;
 - k. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;

- l. To determine the academic calendar; and
- m. To determine the duties, responsibilities, and assignments of those individuals in the Bargaining Unit.

SECTION 3.3 **No Requirement to Negotiate Unless Otherwise Agreed**

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

ARTICLE 4
ASSOCIATION RIGHTS

SECTION 4.1 **Non-Discrimination**

- 1. The Board and the Association agree that employees have the right to organize and to bargain collectively through the representative of their own choosing.
- 2. An employee shall not be discharged or discriminated against because of the exercise of such right.
- 3. No person or group of persons shall directly or indirectly by intimidation or coercion compel or attempt to compel any employee to join or refrain from joining a labor organization.

SECTION 4.2 **Duty of Exclusive Representation**

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

SECTION 4.3 **Use of Facilities**

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

SECTION 4.4 **Use of Communication Systems**

- 1. **Communication with Entire Bargaining Units.** The Association may use the school mailboxes, inter-school mail service, email and other communication systems to communicate with members of the Bargaining Units regarding issues related to the terms and conditions of this Agreement and other matters of mutual concern to the Bargaining Units. All such communications from the Association to the entire Bargaining Units shall be copied to the Superintendent and/or

designee(s) at the time of transmission or distribution.

2. 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 **Directory 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.

SECTION 5.9 Insurance Benefits

For 2022-2023 and 2023-2024 the District will pay for the cost of the base health and dental insurance plan, long-term disability and life insurance for employees, as well as continue to contribute to the Health Savings Account (HSA).

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. See Appendix A and B.

The District agrees to remove the Professional Improvement Deficiency or PID as outlined in Policy/Regulation 4410 from the schedule. Teachers who are currently frozen on PID will transition to the agreed-upon salary guide for the 2022-23 school year at the current step upon which they are frozen.

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 - 9 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: 

Eric Knipp, President, Board of Education

ATTESTED BY: 

Annette Miller, Secretary, Board of Education

Appendix A

**INDEPENDENCE PUBLIC SCHOOLS
SALARY SCHEDULE - CLASSROOM TEACHERS
2022-2023**

STEP	B S	BS+16 (a)	MS(F) (b)	MS(F)+16 (c)	MS(F)+30 (c) or Ed Spec.	Doctorate
	\$41,150 *					
1	\$40,800	\$41,929	\$44,636	\$45,490	\$46,844	\$49,495
2	\$41,539	\$42,393	\$45,101	\$46,454	\$47,808	\$50,960
3	\$42,004	\$42,858	\$45,665	\$47,419	\$49,273	\$52,424
4	\$42,468	\$43,822	\$47,030	\$48,883	\$50,737	\$53,889
5	\$43,433	\$44,787	\$48,494	\$50,348	\$52,202	\$55,353
6	\$44,397	\$46,251	\$49,959	\$51,812	\$53,666	\$56,817
7	\$45,862	\$47,716	\$51,423	\$53,277	\$55,131	\$58,282
8	\$47,326	\$49,180	\$52,887	\$54,741	\$56,595	\$59,746
9	\$48,791	\$50,644	\$54,352	\$56,206	\$58,059	\$61,211
10	\$50,255	\$52,109	\$55,816	\$57,670	\$59,524	\$62,675
11	\$51,720	\$53,573	\$57,281	\$59,135	\$60,988	\$64,140
12	\$53,184	\$55,038	\$58,745	\$60,599	\$62,453	\$65,604
13	\$54,649	\$56,502	\$60,210	\$62,064	\$63,917	\$67,069
14	\$56,113	\$57,967	\$61,674	\$63,528	\$65,382	\$68,533
15	\$57,577	\$59,431	\$63,139	\$64,992	\$66,846	\$69,998
16		\$60,896	\$64,603	\$66,457	\$68,311	\$71,462
17			\$66,068	\$67,921	\$69,775	\$72,927
18			\$67,532	\$69,386	\$71,240	\$74,391
19			\$68,997	\$70,850	\$72,704	\$75,855
20				\$72,315	\$74,169	\$77,320
21				\$73,779	\$75,633	\$78,784
22				\$75,244	\$77,097	\$80,249
23					\$78,562	\$81,713

(a) The indexed base is \$37,076. Step 1 BS includes a salary overlay of \$3,726. Step 2 BS and Step 1 BS+16 include a salary overlay of \$3,000. Step 3 BS, Step 2 BS+16 and Step 1 Masters include a salary overlay of \$2,000. Step 4 BS, Step 3 BS+16, Step 2 MA and Step 1 MA+16 include a salary overlay of \$1,000. Step 4S BS, Step 4 BS+16, Step 3 MA, Step 2 MA+16, Step 1 MA+32 include a salary overlay of \$500.

(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.

(h) Reflects \$350 Stipend for additional training required of entry level teachers.

Appendix B

**INDEPENDENCE PUBLIC SCHOOLS
SALARY SCHEDULE - CLASSROOM TEACHERS
2023-2024**

STEP	B S	BS+16 (a)	MS(F) (b)	MS(F)+16 (c)	MS(F)+30 (c) or Ed. Spec.	Doctorate
	\$41,650 *					
1	\$41,300	\$42,454	\$45,211	\$46,090	\$47,469	\$50,163
2	\$42,059	\$42,938	\$45,695	\$47,074	\$48,453	\$51,647
3	\$42,543	\$43,422	\$46,680	\$48,058	\$49,937	\$53,131
4	\$43,028	\$44,406	\$47,664	\$49,543	\$51,421	\$54,615
5	\$44,012	\$45,391	\$49,148	\$51,027	\$52,906	\$56,099
6	\$44,996	\$46,875	\$50,632	\$52,511	\$54,390	\$57,584
7	\$46,480	\$48,359	\$52,117	\$53,996	\$55,874	\$59,068
8	\$47,964	\$49,843	\$53,601	\$55,479	\$57,358	\$60,552
9	\$49,449	\$51,327	\$55,085	\$56,964	\$58,842	\$62,036
10	\$50,933	\$52,812	\$56,569	\$58,448	\$60,327	\$63,521
11	\$52,417	\$54,296	\$58,053	\$59,932	\$61,811	\$65,005
12	\$53,901	\$55,780	\$59,538	\$61,416	\$63,295	\$66,489
13	\$55,386	\$57,264	\$61,022	\$62,901	\$64,779	\$67,973
14	\$56,870	\$58,749	\$62,506	\$64,385	\$66,264	\$69,457
15	\$58,354	\$60,233	\$63,990	\$65,869	\$67,748	\$70,942
16	\$59,838	\$61,717	\$65,474	\$67,353	\$69,232	\$72,426
17		\$63,201	\$66,959	\$68,837	\$70,716	\$73,910
18			\$68,443	\$70,322	\$72,200	\$75,394
19			\$69,927	\$71,806	\$73,685	\$76,878
20			\$71,411	\$73,290	\$75,169	\$78,363
21				\$74,774	\$76,653	\$79,847
22				\$76,258	\$78,137	\$81,331
23				\$77,743	\$79,621	\$82,815
24					\$81,106	\$84,300

(a) The indexed base is \$37,575. Step 1 BS includes a salary overlay of \$3,725. Step 2 BS and Step 1 BS+16 include a salary overlay of \$3,000. Step 3 BS, Step 2 BS+16 and Step 1 Masters include a salary overlay of \$2,000. Step 4 BS, Step 3 BS+16, Step 2 MA and Step 1 MA+16 include a salary overlay of \$1000. Step 4 BS, Step 4 BS+16, Step 3 MA, Step 2 MA+16, Step 1 MA +32 include a salary overlay of \$500.

(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 \$350 Stipend for additional training required of entry level teachers.

**AGREEMENT BETWEEN THE
INDEPENDENCE-TRANSPORTATION EMPLOYEE ASSOCIATION
AND THE
SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI
JULY 1, 2022-JUNE 30, 2027**

PREAMBLE

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence-Transportation Employee 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 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 21 day of April 2022.

The term of Agreement shall begin July 1, 2022, and shall end June 30, 2027.

ARTICLE 1 RECOGNITION

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 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. R99-046 the 14th day of June, 1999. The above-described unit clarification was amended in Public Case No. UC 2012-010 the 7th day of March 2012.

ARTICLE 2 NEGOTIATIONS PROCEDURES

SECTION 2.1 **Duration and Term of Agreement**

1. **Term of Agreement.** This Agreement shall be in effect from July 1, 2022, or such later date as may be shown above through June 30, 2027.
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, 2026, and prior to January 15, 2027 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 provision to this Agreement. Such notices shall be in writing and delivered to the Superintendent 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 Units. 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 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 negotiation 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 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.

SECTION 2.3 **Establishment of Negotiations Ground Rules**

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.

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 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 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.
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. 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 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. **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.

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 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;
- d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
- e. To introduce new or improved methods, equipment, and facilities;
- f. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
- g. To determine whether to provide or purchase goods and services;
- h. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
- i. To hire all employees and to determine their qualifications;
- j. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement;
- k. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
- l. To determine the academic calendar; and
- m. To determine the duties, responsibilities, and assignments of those individuals in the 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.

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 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 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. 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, 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 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 paycheck's 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 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 regulation 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 students (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 communication 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 there (3) Association-selected employees in the District and selected supervisors, not to exceed the number of employees.

SECTION 5.6 **Probationary Period**

For purpose 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-Workdays**

Paid holidays and other observations 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 states 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 a 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 reason 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.

SECTION 5.11 **Safe Driving Program**

The ITEA Leadership Team and the District Transportation Leadership Team will collaborate to develop a plan to support the District Safe Driving Program. This collaborative effort will provide ample time for discussion, planning, budgeting and a well thought out implementation plan.

SECTION 5.12 **Insurance Benefits**

For 2022-2023 and 2023-2024 the District will pay for the cost of the base health and dental insurance plan, long-term disability and life insurance for employees, as well as continue to contribute to the Health Savings Account (HSA).

ARTICLE 6 SALARY SCHEDULES

SECTION 6.1 **Salary Schedule**

The current Transportation Salary Schedule is incorporated by reference into this Agreement. See Appendix A-D.

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

All parties involved in such meetings shall conduct themselves in a professional manner.

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

ARTICLE 8 **REDUCTION 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 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 - 9 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 – 2 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 leaves the District, and at a later date returns to employment with the District, they shall retain seniority if gone 90 days or less and lose any accrued seniority from previous employment if gone more than 90 days. An employee can only return 1 time to the District and retain seniority as outlined above.

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.

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 EDUCATION ASSOCIATION

BY: Robert Smith

Robert Smith, President, ITEA

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: Eric Knipp

Eric Knipp, President, Board of Education

ATTESTED BY: Annette Miller

Annette Miller, Secretary, Board of Education

Appendix A

**INDEPENDENCE SCHOOL DISTRICT
TRANSPORTATION DRIVER
SALARY SCHEDULE
2022-2023**

DAILY DRIVER RATES

Step	Hourly Rate
1	16.86
2	17.23
3	17.59
4	17.96
5	18.33
6	18.68
7	19.05
8	19.42
9	19.78
10	20.15
11	20.50
12	20.87
13	21.24
14	21.60
15	21.96
16	22.33
17	22.70
18	23.06
19	23.43
20	23.80

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	\$12.70 per hour up to 40 hours
All Extra Non-Driving Work (wash buses, meetings, trash)	\$12.70 per hour
Bus Fueler	\$13.00 per hour
Seasonal Bus Washing Crew	\$12.00 per hour

mj 4/13/2022

Appendix B

**INDEPENDENCE SCHOOL DISTRICT
TRANSPORTATION DRIVER
SALARY SCHEDULE
2023-2024**

DAILY DRIVER RATES

Step	Hourly Rate
1	17.09
2	17.46
3	17.83
4	18.20
5	18.58
6	18.93
7	19.31
8	19.68
9	20.05
10	20.42
11	20.78
12	21.15
13	21.53
14	21.89
15	22.26
16	22.63
17	23.01
18	23.37
19	23.75
20	24.12
21	24.49

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	\$12.87 per hour up to 40 hours
All Extra Non-Driving Work (wash buses, meetings, trash)	\$12.87 per hour
Bus Fueler	\$13.00 per hour
Seasonal Bus Washing Crew	\$12.00 per hour

m] 4/13/2022

Appendix C

**INDEPENDENCE SCHOOL DISTRICT
TRANSPORTATION ATTENDANT
SALARY SCHEDULE
2022-2023**

DAILY ATTENDANT RATES

Step	Hourly Rate
1	12.70
2	13.01
3	13.33
4	13.63
5	13.95
6	14.26
7	14.58
8	14.88
9	15.20
10	15.52
11	15.82
12	16.14
13	16.45
14	16.76
15	17.07
16	17.39
17	17.70
18	18.01
19	18.33
20	18.64

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: \$12.70 per hour

Extra Work: \$12.70 per hour (bus washing, meetings, trash)

\$13.00 per hour (fueler)

Appendix D

**INDEPENDENCE SCHOOL DISTRICT
TRANSPORTATION ATTENDANT
SALARY SCHEDULE
2023-2024**

DAILY ATTENDANT RATES

Step	Hourly Rate
1	12.87
2	13.19
3	13.51
4	13.81
5	14.14
6	14.45
7	14.78
8	15.08
9	15.40
10	15.73
11	16.03
12	16.36
13	16.67
14	16.99
15	17.30
16	17.62
17	17.94
18	18.25
19	18.58
20	18.89
21	19.21

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: \$12.87 per hour

Extra Work: \$12.87 per hour (bus washing, meetings, trash)

\$13.00 per hour (tutor)

**AGREEMENT BETWEEN THE
INDEPENDENCE-EDUCATIONAL SUPPORT PERSONNEL
AND THE
SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI
JULY 1, 2022-JUNE 30, 2027**

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 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 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 27th day of April, 2022.

The term of Agreement shall begin July 1, 2022, and shall end June 30, 2027.

ARTICLE 1

RECOGNITION

SECTION 1.1 **Recognition of Exclusive Bargaining Representative**

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

ARTICLE 2 NEGOTIATIONS PROCEDURES

SECTION 2.1 **Duration and Term of Agreement**

1. **Term of Agreement.** This Agreement shall be in effect from July 1, 2022, or such later date as may be shown above through June 30, 2027.
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, 2026, and prior to January 15, 2027 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 provision to this Agreement. Such notices shall be in writing and delivered to the Superintendent 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 Units. 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 negotiation 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 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. 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.

SECTION 2.3 **Establishment of Negotiations Ground Rules**

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.

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 Board members and district 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 ratification or rejection 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.
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. 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 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. 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.

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 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;
- d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
- e. To introduce new or improved methods, equipment, and facilities;
- f. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
- g. To determine whether to provide or purchase goods and services;
- h. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
- i. To hire all employees and to determine their qualifications;
- j. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement;
- k. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
- l. To determine the academic calendar; and
- m. To determine the duties, responsibilities, and assignments of those individuals in the 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.

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 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 teacher 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 professional 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 paycheck's 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-Workdays**

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

Individuals serving in skilled trades positions will not be required to serve on the facilities on-call rotation during the following district observed holidays:

- a. Independence Day;
- b. Thanksgiving Day;
- c. Winter recess days; or
- d. Memorial Day.

Exact dates will be provided once the board of education has approved a 12-month employee calendar for the subsequent academic year. If the board makes adjustments to the 12-month employee calendar that includes changes to the district observed holidays, the district reserves the right to amend changes to the on-call rotation to align with the board adjustments to the calendar.

Snow removal duties to support student instruction shall override the affected days identified in this section.

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.

SECTION 5.14

Insurance Benefits

For 2022-2023 and 2023-2024 the District will pay for the cost of the base health and dental insurance plan, long-term disability and life insurance for employees, as well as continue to contribute to the Health Savings Account (HSA).

ARTICLE 6 SALARY SCHEDULES

SECTION 6.1

Salary Schedule

The current Custodial Salary Schedule is incorporated by reference into this Agreement. See Appendix A and B.

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 **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.

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 **REDUCTION IN FORCE**

SECTION 8.1 **Reduction in Force**

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

SECTION 8.2 **Impact of Changes to the Reduction in Force Policy**

Changes to Policy and Regulation 4741 shall not be construed to reduce or eliminate the rights of the employees on unrequested leave as established by this policy in 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 twelve (12) month, full-time employees working 37.5 hours or more per week, including but not limited to:

Sick Leave - 12 days

Personal Leave - 3 days

Bereavement Leave - 3 days

Emergency Leave - 5 to 10 days depending on circumstances

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

SECTION 9.3 Impact of Changes to Personnel Leave Policy

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

SECTION 9.4 Vacation Leave

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

SECTION 9.5 Vacation Leave Benefits

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

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

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

SECTION 9.6 **Impact of Changes to Vacation Leave Policy**

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

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

INDEPENDENCE-EDUCATIONAL SUPPORT PERSONNEL

BY: Mike Uresti

Mike Uresti, President, IESP

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: Eric Knipp

Eric Knipp, President, Board of Education

ATTESTED BY: Annette Miller

Annette Miller, Secretary, Board of Education

Appendix A

**INDEPENDENCE SCHOOL DISTRICT
FACILITIES
SALARY SCHEDULE
2022-2023**

Step	Custodian	Full Time Sub Custodian	Small Elem	Large Elem	Middle Schools & Academy	High Schools	Whhse/ Grounds	Grds/Maint	Maint*	(move to Custodian column)- NS/Cust
1	15.62	15.72	16.34	16.75	17.28	17.81	16.45	17.54	20.09	13.03
2	16.14	16.24	16.86	17.28	17.81	18.33	16.97	18.06	20.62	13.53
3	16.66	16.76	17.39	17.81	18.33	18.84	17.49	18.58	21.14	14.06
4	17.18	17.28	17.91	18.33	18.84	19.36	18.01	19.10	21.65	14.58
5	17.69	17.81	18.43	18.84	19.36	19.88	18.53	19.62	22.17	15.10
6	18.21	18.33	18.95	19.36	19.88	20.40	19.05	20.15	22.69	15.62
7	18.74	18.84	19.47	19.88	20.40	20.92	19.57	20.67	23.21	16.14
8	19.26	19.36	19.99	20.40	20.92	21.44	20.09	21.19	23.73	16.66
9	19.78	19.88	20.50	20.92	21.44	21.96	20.62	21.71	24.25	17.18
10	20.30	20.40	21.02	21.44	21.96	22.49	21.14	22.23	24.78	17.69
11	20.82	20.92	21.55	21.96	22.49	23.01	21.65	22.74	25.30	18.21
12	21.34	21.44	22.07	22.49	23.01	23.53	22.17	23.29	25.82	18.74
13	21.86	21.96	22.59	23.01	23.53	24.05	22.69	23.78	26.34	19.26
14	22.38	22.49	23.11	23.53	24.05	24.57	23.21	24.31	26.86	19.78
15	22.91	23.01	23.63	24.05	24.57	25.09	23.73	24.83	27.38	20.30
16	23.43	23.53	24.15	24.57	25.09	25.61	24.25	25.35	27.90	20.82

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	\$	13.75
Part Time Sub Custodian	\$	13.75
Sub Maintenance/Grounds	\$	13.75
Custodial Trainee	\$	12.00

mj 4/13/2022

Appendix B

**INDEPENDENCE SCHOOL DISTRICT
FACILITIES
SALARY SCHEDULE
2023-2024**

Step	Custodian	Full Time Sub Custodian	Small Elem	Large Elem	Middle Schools & Academy	High Schools	Wrhse/ Grounds	Grds/Maint	Maint*	(move to Custodia n column) NS/Cust.
1	15.83	15.93	16.56	16.99	17.51	18.05	16.67	17.78	20.36	13.21
2	16.36	16.46	17.09	17.51	18.05	18.58	17.20	18.30	20.90	13.71
3	16.88	16.99	17.62	18.05	18.58	19.09	17.73	18.83	21.43	14.24
4	17.41	17.51	18.15	18.58	19.09	19.62	18.25	19.36	21.94	14.78
5	17.93	18.05	18.68	19.09	19.62	20.15	18.78	19.88	22.47	15.30
6	18.46	18.58	19.21	19.62	20.15	20.68	19.31	20.42	23.00	15.83
7	18.99	19.09	19.73	20.15	20.68	21.20	19.83	20.95	23.52	16.36
8	19.52	19.62	20.26	20.68	21.20	21.73	20.36	21.48	24.05	16.88
9	20.05	20.15	20.78	21.20	21.73	22.26	20.90	22.00	24.58	17.41
10	20.57	20.68	21.30	21.73	22.26	22.79	21.43	22.53	25.11	17.93
11	21.10	21.20	21.84	22.26	22.79	23.32	21.94	23.05	25.64	18.46
12	21.63	21.73	22.37	22.79	23.32	23.85	22.47	23.60	26.17	18.99
13	22.16	22.26	22.89	23.32	23.85	24.37	23.00	24.10	26.70	19.52
14	22.68	22.79	23.42	23.85	24.37	24.90	23.52	24.64	27.22	20.05
15	23.22	23.32	23.95	24.37	24.90	25.43	24.05	25.17	27.75	20.57
16	23.75	23.85	24.48	24.90	25.43	25.96	24.58	25.69	28.28	21.10
17	24.28	24.38	25.01	25.43	25.96	26.49	25.11	26.22	28.81	21.63

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

Large Elem: Elementary Head Custodians with buildings larger than 55,000 square feet and HS Asst. Head Custodian

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Part Time Custodian	\$	13.75
Part Time Sub Custodian	\$	13.75
Sub Maintenance/Grounds	\$	13.75
Custodial Trainee	\$	12.00

Jill Esry made the motion, second by Denise Fears, that the Board of Education approves the bids from vendors to purchase the Custodial and Operational Supplies for the 2022-2023 school year as presented. The motion was unanimously approved by the Board of Education.

Dr. Stout said that as part of the District's goal to keep health costs down, the Administration is recommending approval of the amendment of the Health Risk Management Agreement from Everside Health, LLC (previously HealthStat) for medical services in the District's health clinic. The cost is \$2,920,253.00 for the three years with an option for a one year renewal. He stated that non-serious accidents are seen and assessed in the Clinic for evaluation before action is taken. The Clinic is staffed by two medical assistants, two nurse practioners, and a doctor.

Greg Finke made the motion that the Board of Education approves the Amendment and Assignment of Health Risk Management Agreement for medical services in the existing Health Clinic from Everside Health, LLC. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Dr. Herl stated that the District needs to replace furnishings at several schools due to the new secure entrances that have been installed. The Administration is recommending approving the quotes from SSI Furnishings for a total cost of \$94,226.45 per the TIPS Contract #200301 for Global, PEPPM contract #527795 for FOM and Equalis Group Contract #EQ-052920-01 for Artco Bell.

Carrie Dixon made the motion, second by Greg Finke, that the Board of Education approves the quotes from SSI Furnishings for the replacement of furniture at Hanthorn, Mill Creek, Christian Ott, Randall, and William Southern Elementary Schools at a total cost of \$94,226.45 per the TIPS Contract #200301 for Global, PEPPM contract #527795 for FOM and Equalis Group Contract #EQ-052920-01 for Artco Bell.. The motion was unanimously approved by the Board of Education.

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

Ayes: Eric Knipp
Blake Roberson
Carrie Dixon
Jill Esry
Greg Finke
Denise Fears
Anthony J. Mondaine

Nays:


Secretary


President