CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

AUGUST 24, 2020
7:00 P.M.

OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE
DIAL IN: (312) 626-6799 | MEETING ID: 895 2090 7742 | PASSWORD: 033774

ITEM I: CALL TO ORDER
- Mayor Chuck Johnston

ITEM II: ROLL CALL
- City Clerk Jamie Logan

ITEM III: APPROVAL OF AGENDA
- City Administrator Ken Murphy

ITEM IV: PROCLAMATIONS
- None

ITEM V: CONSENT AGENDA
- August 10, 2020 – Board of Aldermen Regular Meeting Minutes
- August 24, 2020 – Accounts Payable

ITEM VI: PREVIOUS BUSINESS
- None

ITEM VII: NEW BUSINESS
- None

ITEM VIII: PRESENTATIONS
- None

ITEM IX: PUBLIC HEARING
- None

ITEM X: ORDINANCES
- None

ITEM XI: RESOLUTIONS

ITEM XI (A) R20-40 **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Adopting the 2020 Employee Handbook**

To update the employee handbook

ITEM XI (B) R20-41 **A Resolution Authorizing the Offering for Sale of General Obligation Refunding Bonds for the Benefit of the City of Grain Valley, Missouri**

To authorize for the sale of bonds for the refunding of the Series 2011 General Obligation Bonds maturing in 2022 and beyond

ITEM XI (C) R20-42 **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Tyler Technologies for the Purchase, Implementation and Training Required for MyCivic Mobile Application, MyCivic 311 Citizen Engagement, and Tyler Technologies Cloud Computing Services (SaaS Flip)**

To Approve the purchase and installation of the new MyCivic Mobile Application, MyCivic 311 Citizen Engagement, and Tyler Technologies Cloud Computing

ITEM XII: CITY ATTORNEY REPORT

- City Attorney

ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh
- Chief of Police James Beale
- Finance Director Steven Craig
- Parks & Recreation Director Shannon Davies
- Community Development Director Mark Trosen
- City Clerk Jamie Logan

ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Jayci Stratton
- Alderman Nancy Totton

ITEM XV: MAYOR REPORT

- Mayor Chuck Johnston

ITEM XVI: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.

ITEM XVII: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A WORKSHOP ON AUGUST 31, 2020 AT 6:00 P.M. THE MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211

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Consent Agenda

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on August 10 at 6:58 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Johnston

ITEM II: ROLL CALL

- City Clerk Jamie Logan called roll
- *Present: Bass, Cleaver, Headley, Knox, Totton*
- *Absent: Stratton*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Pastor Jason Williams of Valley Community Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Knox

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- July 27, 2020 – Board of Aldermen Regular Meeting Minutes
- August 10, 2020 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Knox*
    - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Totton*
    - *Nay: None*

- *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- Discussion about 2020 Grain Valley Fair
  - *Mike Todd from the Grain Valley Fair Association and Tasha Lindsey from the Grain Valley Partnership discussed the 2020 Grain Valley Fair; the fair will not have a carnival this year due to COVID-19; the carnival company they use has not had a single carnival this year; there will also be no parade due to social distancing and County guidelines; Looking to host on September 11 & 12 with having various food vendors Friday night; Ms. Lindsey shared she wants to still have a beer garden, but the concerts are still not allowed per guidelines and watching numbers to make sure they can meet numbers; may have a DJ; September 12 would have food vendors and non-food vendors while maintaining social distancing and no one in the grass areas this year and no large tent; they will rename it from "fair" to something else*
- Discussion about Food Truck Fridays extending
  - *Mr. Todd shared the original Food Truck Fridays was approved in June and was initially cut off at August 7; they have had a lot of attendees; requesting approval from the board to extend; around 7k-9k food sales every Friday night; there have been people coming out from out of the city to visit the food trucks; the concept is now being repeated in other cities; asking to extend to the fair weekend at least; they would like to move it from the location by the post office to behind the community center and pool to give more room for spacing out of trucks and customers; people could utilize the parks to eat; Ms. Lindsey said there has been a tremendous response from our citizens*
  - *Mayor Johnston shared he doesn't have an issue with the food trucks moving behind the community center as it doesn't have competition for parking like it does by the post office; Parks Director Mr. Davies voiced concern about ball games occurring in the space behind the community center and there would be potential issues if it extends past the fair with parking on Friday nights; Once the ordinance is approved for food trucks it most likely wouldn't take effect until the next license cycle*
- *Alderman Headley made a Motion to allow Fair board to sell alcohol on City property during the fair 9/11 & 9/12*

- *The Motion was Seconded by Alderman Knox*
  - No Discussion
- *Motion to allow the Fair board to sell alcohol on City property during the fair 9/11 & 9/12 was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 5-0-

- *Alderman Headley Motioned to allow food trucks to extend Food Truck Fridays for the period of 8/21 to 9/11 on Friday nights from 4:30-8:30PM behind the community center*
- *Alderman Totton Seconded the motion*
- *The Motion to allow Food Truck Fridays to extend for the period of 8/21 to 9/11 on Friday nights from 4:30-8:30PM behind the community center on was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

Bill No. B20-18: An Ordinance Approving the Final Plat of Bush Business Park Re-Plat

- *Alderman Headley moved to make the second reading by title only of **Bill No. B20-18** making it ordinance #2511*
- *The Motion was Seconded by Alderman Totton*
- *Motion to make the second reading of **Bill No. B20-18** was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*

- *Abstain: None*

-Motion Approved: 5-0-

Bill No. B20-18: An Ordinance Approving the Final Plat of Bush Business Park Re-Plat

Bill No. B20-18 *was read by City Attorney Sarah Carnes for the second reading*

- *Alderman Headley moved to accept the second reading of* ***Bill No. B20-18*** *making it ordinance #2511*
- *The Motion was Seconded by Alderman Totton*
- *The Motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B20-18 BECAME ORDINANCE #2511: 5-0-

Bill No. B20-19: An Ordinance Approving the Final Plat of Greystone Estates Phase II

- *Alderman Headley moved to make the second reading by title only of* ***Bill No. B20-19*** *making it ordinance #2512*
- *The Motion was Seconded by Alderman Cleaver*
- *Motion to make the second reading of* ***Bill No. B20-19*** *was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*
  - *Abstain: None*

-Motion Approved: 5-0-

Bill No. B20-19: An Ordinance Approving the Final Plat of Greystone Estates Phase II

Bill No. B20-19 *was read by City Attorney Sarah Carnes for the second reading*

- *Alderman Headley moved to accept the second reading of* ***Bill No. B20-19*** *making it ordinance #2512*
- *The Motion was Seconded by Alderman Totton*
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*

- *Nay: None*
- *Abstain: None*

-Bill No. B20-19 BECAME ORDINANCE #2512: 5-0-

ITEM XIV: RESOLUTIONS

Resolution No. R20-39: A Resolution By The Board Of Aldermen Of The City Of Grain Valley, Missouri Authorizing The Mayor To Enter Into A Funding Agreement With Star Acquisitions, Inc

- *Alderman Headley motioned to approve Resolution No. R20-39*
- *The Motion was Seconded by Alderman Knox*
  - *Mr. Murphy shared the location is at Jefferson and Buckner Tarsney; staff and city attorneys have worked with developers in this area to make sure feasible for the space; they are looking at different options for this; there will not be any other TIF dollars given in that area*
  - *City Attorney Carnes informed the board that the preliminary funding agreement is a bank account for the City which allows for council fees, financial advisor assistance, etc allowing time for the money to be spent and reimbursements to occur*
- *Resolution No. R20-39 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Totton*
  - *Nay: None*
  - *Abstain: None*

-Resolution No. R20-39 Approved: 5-0-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
  - Looking to schedule 8/31 for another board workshop; please respond as quick as possible on that
  - At the last workshop discussions occurred surrounding the strategic planning; the facilitator said 3 separate dates Thursday, 9/17 for the first of the three dates with a 3 hour work session that day and two more dates will follow once that first date is set

- July 10th sound study for the racetrack did pass the CUP that has been laid out; Alderman Totton shared the pandemic measures they are taking there

- Deputy City Administrator Theresa Osenbaugh
  - Truman Heartland Gala is typically held in September; honoring Kiki Claphan and her family will be present at this event; September 26 an event will be held at City Hall with a live broadcast; typically this is opened to Board at this point and this year no spouses will be allowed; 6:00 estimated for the start time; please let Ms. Logan know if you'd like to attend
  - Sara Nadeau shared the City Hall Selfie Day is being observed on the 14th; this year will be a little different this year and there will be individual selfies and this will be the way we engage with other local governments
- Chief James Beale
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - Fall youth baseball and softball are being planned and some measures are in place to promote social distancing and disinfecting- just under 350 registered at this point
- Community Development Director Mark Trosen
  - Written Report
- City Clerk Jamie Logan
  - None

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - None
- Alderman Rick Knox
  - None
- Alderman Jayci Stratton
  - Absent
- Alderman Nancy Totton
  - Thank you to the Public Works department and an issue off of Capelle and she

heard great compliments from the family that lives there; Mr. Murphy shared Mr. Trosen is doing a great job with that department

ITEM XVIII: MAYOR REPORT

- Mayor Chuck Johnston
  - None

ITEM XIX: EXECUTIVE SESSION

- None

ITEM XX: ADJOURNMENT

- The meeting adjourned at 7:36 P.M.

Minutes submitted by:

_____ _____

Jamie Logan
City Clerk

Date

Minutes approved by:

_____ _____

Chuck Johnston
Mayor

Date

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston	Alderman Jayci Stratton	City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Nancy Totton		Community Development Director Mark Trosen
		City Clerk Jamie Logan
		City Attorney Sarah Carnes

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	41.43
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,254.01
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	301.46
			AFLAC-W2 DD PRETAX	200.14
		WARD DEVELOPMENT	OVERPAYMENT ON 10 DUPLEXES	5,296.30
		MIDWEST PUBLIC RISK	DENTAL	171.70
			OPEN ACCESS	476.00
			OPEN ACCESS	212.52
			HSA	470.73
			HSA	1,514.96
			HSA	167.12
			VISION	16.00
			VISION	43.33
			VISION	115.59
			VISION	22.47
		HSA BANK	HSA - GRAIN VALLEY, MO	320.66
			HSA - GRAIN VALLEY, MO	435.66
		SHERIFFS RETIREMENT SYSTEM	JULY 2020 SHERIFF RETIREME	193.72
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	216.67
		HOPE HOUSE	JULY 20 DOMESTIC VIOLENCE	256.00
		MO DEPT OF REVENUE	JULY 2020 CVC FUNDS	456.32
		MO DEPT OF PUBLIC SAFETY	JULY 20 TRAINING FUNDS	64.00
		ICMA RC	ICMA 457 %	303.37
			ICMA 457	402.57
			ICMA ROTH IRA	27.65
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,388.63
			SOCIAL SECURITY	4,347.14
			MEDICARE	1,016.68
			TOTAL:	26,220.38
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.06
		OFFICE DEPOT	CHAIR/PAPER/PENS/HEADSET	174.61
			FOLDERS/PAPER/INK/POPUP NO	31.74
		MIDWEST PUBLIC RISK	DENTAL	35.02
			HSA	239.85
			HSA	334.67
		HSA BANK	HSA - GRAIN VALLEY, MO	100.33
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	110.96
			MEDICARE	25.95
			TOTAL:	1,210.19
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	Server Setup	4,625.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.59
		BLUEHOST.COM	ANNUAL FEE	347.76
		HOME DEPOT CREDIT SERVICES	PATCH CABLES	141.90
		MIDWEST PUBLIC RISK	DENTAL	0.58
			HSA	9.57
		HSA BANK	HSA - GRAIN VALLEY, MO	2.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45
			MEDICARE	0.81
			TOTAL:	5,136.06
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	CITY HALL EXT BUILDING LIG	70.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AAA DISPOSAL SERVICE INC	JULY SERVICE	125.50
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	20.98
		COMCAST - HIERARCY ACCT	CITY HALL	109.47
			CITY HALL	257.36
		KORNIS ELECTRIC SUPPLY INC	LIGHT BULBS	99.96
		COMCAST	CITY HALL PHONE CHARGES	366.17
		MOXIE PEST CONTROL	ONE TIME TREATMENT	65.00
		SPIRE	517 GREGG ST	43.20
			624 JAMES ROLLO CT	1.99
			711 S MAIN ST	10.79
			TOTAL:	1,170.42
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	159.06
			ADMIN C85162117	86.62
		MID-AMERICA REGIONAL COUNCIL	MURPHY: UNITE BRINGING THE	99.00
		MISSOURI MUNICIPAL LEAGUE	2020 AC VIRTUAL REGISTRATI	99.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	338.33
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	77.02
		OFFICE DEPOT	FOLDERS/PAPER/INK/POPUP NO	73.25
		RANCHO GRANDE	MURPHY/OSENBAUGH LUNCH WIT	27.00
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		DOLLAR GENERAL-REGIONS 410526	BAGGIES FOR MASK	43.00
		MIDWEST PUBLIC RISK	DENTAL	24.36
			DENTAL	0.92
			HSA	13.02
			HSA	404.75
		HSA BANK	HSA - GRAIN VALLEY, MO	62.89
			HSA - GRAIN VALLEY, MO	2.64
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QTRLY PYMNT 06/08/2020-09/	140.76
		ZOOM VIDEO COMMUNICATIONS	ZOOM MONTHLY FEE	14.99
		THE EXAMINER	12 MONTH SUBSCRIPTION	84.12
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	268.97
			MEDICARE	62.90
			TOTAL:	2,539.04
ELECTED	GENERAL FUND	TRUMAN HEARTLAND COMMUNITY FOUNDATION	Table for gala	2,000.00
		JENNIFER HOUCEK	PHOTO SHOOT: HEADSHOTS	200.00
			TOTAL:	2,200.00
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	3,280.00
			TOTAL:	3,280.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	229.64
		MIDWEST PUBLIC RISK	DENTAL	34.68
			HSA	145.32
			HSA	329.16
		HSA BANK	HSA - GRAIN VALLEY, MO	36.45
			HSA - GRAIN VALLEY, MO	50.79
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	169.55
			MEDICARE	39.65
			TOTAL:	1,035.74
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	148.58
		PETTY CASH	PRISONER LUNCH	5.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE DEPOT	FOLDERS/PAPER/INK/POPUP NO	79.53
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	1.26
			HSA	299.00
			HSA	23.42
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	3.61
		MERCHANT SERVICES	MONTHLY FEES	24.21
		ROSS MILLER CLEANERS	JULY CLEANING	13.00
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	6,475.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	173.14
			MEDICARE	40.49
			TOTAL:	7,379.42
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.32
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	648.05
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	136.00
			MEDICARE	31.81
			TOTAL:	1,078.08
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	73.32
		ADVANCE AUTO PARTS	SHOP TOWELS	73.59
			BRAKE CLEANER	47.76
		OREILLY AUTOMOTIVE INC	WIRE TERM	13.78
			WIRE TERM/RING TERMINL	1.69
			NITRILE GLV	29.98
			BATT CLAMPS	14.99
		HAMPEL OIL INC	BREAKAWAY VALVE/ HOSE/LABO	324.98
		FASTENAL COMPANY	2.5# FIRE EXTINGUISHER	195.41
		MIDWEST PUBLIC RISK	DENTAL	18.02
			HSA	154.32
		HSA BANK	HSA - GRAIN VALLEY, MO	38.71
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	9.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	57.00
			MEDICARE	13.33
		MOLLE CHEVROLET INC	2020 CHECY COLORADO	12,729.50
			TOTAL:	13,796.30
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	56.83
			PD C85162119	140.94
			PD 85162124	3.77
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,977.92
			MONTHLY CONTRIBUTIONS	261.07
		PETTY CASH	SUPER GLUE/LIGHTBAR	8.69
			FILLERS AND GRAPPLING DUMM	11.88
			OVERNIGHT MAIL FEE	26.35
			MOUNTING TAPE	10.13
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	44.96
			DRINKS FOR OFFICERS	46.54
		ADVANCE AUTO PARTS	BATTERY	4.13
			26" XTRA CLEAR 1 EA XTCLR	34.14
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQU	97.13
			PD LEASE VEHICLES AND EQU	1,410.43
		WALMART COMMUNITY	COFFEE	48.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE DEPOT	PAPER/ENVLOPES/PENS/DVD-R	231.58
		AMAZON.COM	SANDISK 32GB USB 3.0 FLASH	196.95
			HOGUE HUNTING STOCK REMING	302.60
		LA POLICE GEAR INC	NA RESCUE COMBAT APP TOURN	132.94
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,048.82
			BULK GASOHOL/DIESEL	292.74
		AUSTIN GLASS CONNECTION INC	HARDWARE KIT	220.00
			CLIPS/MOULDING	115.00
			PASSANGER SIDE BOTTOM	65.00
		PAYPAL.COM	PALECEK/MCCLURE MEMBERSHIP	100.00
		LEXISNEXIS RISK DATA MGMT INC	JULY 2020 MINMUM COMMITMEN	150.00
		MENARDS - INDEPENDENCE	NATL NIGHT OUT GIVE AWAYS	349.88
		MIDWEST PUBLIC RISK	DENTAL	162.00
			DENTAL	523.50
			OPEN ACCESS	756.00
			OPEN ACCESS	1,640.00
			OPEN ACCESS	721.20
			HSA	1,970.80
			HSA	2,392.00
			HSA	3,888.30
			HSA	570.70
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,100.00
		INTL ASSN OF CHIEFS OF POLICE	HEDGER MEMBERSHIP	190.00
			BEALE: MEMBERSHIP	190.00
		AXON ENTERPRISE INC	TASER INSTRUCTOR SCHOOL	495.00
		PUBLIC AGENCY TRAINING COUNCIL	HAYES/ARENDS: NEGOTIATING	150.00
		CHEWY.COM	PURINA PRO PLAN SPORT HIGH	64.60
		VISA-CARD SERVICES 1663	CAMP FOCUS SHELTER REFUND	120.00-
		GO CAR WASH MANAGEMENT CORP	JULY VEHICLE WASHES	80.00
		JENNIFER HOUCEK	PHOTO SHOOT: HEADSHOTS	150.00
		STOREMOREGUNS.COM	RIFLE ROD 20 STARTER KIT	80.60
		E-COLLAR TECHNOLOGIES	K9400 PLUS SYSTEM W/2 RCVR	260.00
		ROSS MILLER CLEANERS	JULY CLEANING	45.50
		MO STATE HWY PATROL	CARR: REGISTRATION STANDAR	202.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,956.53
			MEDICARE	691.45
		GEARZONE PRODUCTS	PROPPER KINETIC MENS PANT	149.97
			TOTAL:	29,787.94
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.50
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	70.91
		MIDWEST PUBLIC RISK	OPEN ACCESS	378.00
		ASPEN PET CREMATIONS	ASPEN PET CREMATIONS	9.12
		OAK GROVE ANIMAL CLINIC	OAK GROVE ANIMAL CLINIC	15.00
			OAK GROVE ANIMAL CLINIC	32.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	77.30
			MEDICARE	18.08
			TOTAL:	699.41
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	513.13
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	47.96
		OFFICE DEPOT	CHAIR/PAPER/PENS/HEADSET	95.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEADSET	84.98
			INK/PAPER	7.85
			PIN/PENS/MARKERS/STENOBOOK	18.74
			PENS	47.58
		STEVEN SMITH	1000) INSPECTION STICKERS	190.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	54.70
		MIDWEST PUBLIC RISK	DENTAL	49.28
			DENTAL	10.21
			OPEN ACCESS	108.18
			HSA	818.45
			HSA	81.24
		HSA BANK	HSA - GRAIN VALLEY, MO	205.29
			HSA - GRAIN VALLEY, MO	14.24
		JACKSON COUNTY RECORDER	RELEASE LIEN	43.16
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	394.26
			MEDICARE	92.21
			TOTAL:	2,876.89
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	23.45
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	446.10
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.29
		MISCELLANEOUS	PAM SHROUT:	50.00
		MIDWEST PUBLIC RISK	DENTAL	30.85
			HSA	323.05
			HSA	36.68
			VISION	16.00
			VISION	12.39
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	85.00
			HSA - GRAIN VALLEY, MO	69.63
		UMB BANK	SERIES 2006 INTEREST/PRINC	235,198.16-
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	210.00
		ICMA RC	ICMA 457 %	182.71
			ICMA 457	593.56
			ICMA ROTH IRA	51.28
			ICMA ROTH IRA	3.40
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,202.46
			SOCIAL SECURITY	1,002.80
			MEDICARE	234.53
			TOTAL:	230,398.37-
PARK ADMIN	PARK FUND	PUTNAM CHEVROLET CO	2020 Chevy Equinox	22,990.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	526.56
		OFFICE DEPOT	CHAIR/PAPER/PENS/HEADSET	46.26
			FOLDERS/PAPER/INK/POPUP NO	67.89
		COMCAST - HIERARCY ACCT	CITY HALL	18.73
			CITY HALL	50.50
			TYER	124.85
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	223.57
		COMCAST	CITY HALL PHONE CHARGES	61.05
		MIDWEST PUBLIC RISK	DENTAL	3.43
			DENTAL	83.40
			HSA	1,033.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	86.04
			HSA	126.46
		HSA BANK	HSA - GRAIN VALLEY, MO	14.31
			HSA - GRAIN VALLEY, MO	229.25
		JACKSON COUNTY RECORDER	BLUE BRANCH CREEK TRAIL DE	73.98
		BLUE NILE CONTRACTORS INC	Dillingham Rd water/trail	43,845.33
		KLEINSCHMIDTS WESTERN STORE	JONES: BOOTS	100.00
			SMITH BOOTS	100.00
			WELCH BOOTS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	376.69
			MEDICARE	88.09
			TOTAL:	70,369.76
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	FOOTBALL FIELD BUILDING LI	176.45
		AAA DISPOSAL SERVICE INC	JULY SERVICE	77.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	400.43
		AMAZON.COM	GEESE DETERRENT	72.94
		OREILLY AUTOMOTIVE INC	OIL FILTER/MOTOR OIL	34.19
		FASTENAL COMPANY	14.5" UV BLK CBL TIES	54.66
		MIDWEST PUBLIC RISK	DENTAL	36.00
			DENTAL	34.90
			HSA	492.70
			HSA	598.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		SPIRE	600 BUCKNER TARSNEY RD	6.63
			624 JAMES ROLLO CT	1.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	298.35
			MEDICARE	69.77
			TOTAL:	2,603.02
RECREATION	PARK FUND	SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	335.16
		AMAZON.COM	MM CONCESSION SUPPLIES	59.95
		VISA-CARD SERVICES 9313	REFUND FOR PICTURES	465.00-
			TOTAL:	69.89-
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	JULY SERVICE	65.00
		MELODY TAYLOR	07/27-08/03 SILVERSNEAKERS	25.00
			07/27-08/07 SILVERSNEAKERS	100.00
		RICOH USA INC	COMM CTR C85162114	59.29
			COMM CTR C85162123	16.19
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	110.45
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.38
		OFFICE DEPOT	CHAIR/PAPER/PENS/HEADSET	34.99
			TAB FOLDER HANG	4.39
		COMCAST - HIERARCY ACCT	COMM CENTER	198.90
		AMAZON.COM	GERM SHARK DISINFECTING WI	178.98
		AUTHORIZE.NET	JULY SIGNUPS	139.00
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	299.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		SPIRE	713 S MAIN ST	53.13
			713 S MAIN ST A	9.96
		FREDAH JOHNSTON	07/28-08/06 LINE DANCING	120.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MERCHANT SERVICES	MONTHLY FEES	907.95
			MONTHLY FEES	4.08
		UMB BANK	SERIES 2006 INTEREST/PRINC	10,750.00
			SERIES 2006 INTEREST/PRINC	430,000.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	188.07
			MEDICARE	43.99
			TOTAL:	443,800.65
POOL	PARK FUND	SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	196.26
			SWIM LESSON TREATS	27.84
			CONC PRODUCT & SUPPLIES	171.84
		WALMART COMMUNITY	CONCESSION PRODUCTS	52.78
		HOME DEPOT CREDIT SERVICES	POOL DECK TAPE	22.71
		MIDWEST POOL MANAGEMENT	Pool Management Services	16,815.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	139.69
			MEDICARE	32.68
			TOTAL:	17,458.80
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	162.29
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.23
			OPEN ACCESS	26.39
			OPEN ACCESS	27.72
			HSA	104.30
			HSA	75.18
			HSA	79.35
			VISION	3.20
			VISION	0.80
			VISION	4.40
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	4.94
			HSA - GRAIN VALLEY, MO	85.81
		ICMA RC	ICMA 457 %	26.47
			ICMA 457	16.50
			ICMA ROTH IRA	30.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	463.85
			SOCIAL SECURITY	308.32
			MEDICARE	72.11
			TOTAL:	1,557.09
TRANSPORTATION	TRANSPORTATION	AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBERSHIP DUE	13.00
		RICOH USA INC	PW C85162113	11.44
		FELDMANS FARM & HOME	WEED KILLER	17.39
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	401.56
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	16.90
		OFFICE DEPOT	INK/PAPER	6.39
			PIN/PENS/MARKERS/STENOBOOK	5.36
		MARK ONE ELECTRIC CO INC	TRAFFIC LIGHT REPAIR	786.00
		COMCAST - HIERARCY ACCT	CITY HALL	12.20
			CITY HALL	34.19
			PW	22.67
			PW	35.76
			PW	63.11
		OREILLY AUTOMOTIVE INC	3PK PAPER	2.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OIL FILTER/MOTOR OIL	14.05
			CONNCTR PIPE	2.86
		VANCE BROTHERS INC	ASPHALT	818.00
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	67.42
		FASTENAL COMPANY	5/8" 10000LB SHACKLE	10.68
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/ CEMENT TUB/ELE	7.99
			FLASHLIGHT/ CEMENT TUB/ELE	12.98
		COMCAST	CITY HALL PHONE CHARGES	36.61
		MIDWEST PUBLIC RISK	DENTAL	17.83
			DENTAL	66.05
			OPEN ACCESS	124.61
			OPEN ACCESS	75.60
			OPEN ACCESS	108.18
			HSA	492.71
			HSA	116.71
			HSA	259.23
			HSA	309.52
		HSA BANK	HSA - GRAIN VALLEY, MO	29.27
			HSA - GRAIN VALLEY, MO	174.24
		SPIRE	405 JAMES ROLLO DR	1.99
			624 JAMES ROLLO CT	1.99
			711 S MAIN ST	0.93
			618 JAMES ROLLO CT	2.97
		METRO FORD	5C3Z 13404 AA LAMP AS	11.52
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	28.73
		ALL TRAFFIC SOLUTION INC	Traffic Data Collector	2,830.00
		VIKING-CIVES MIDWEST INC	REVERSING RELAY/50AMP AUTO	20.40
		SUMMIT TRUCK GROUP	SENSOR EBP	38.40
		SCHULTE SUPPLY INC	PRICING CREDIT	73.95-
		LAWN & LEISURE	JOHN DEERE GATOR SPRAYER	136.99
			CARBURETOR ASSY	5.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	308.34
			MEDICARE	72.10
			TOTAL:	7,604.87
PUBLIC HEALTH	PUBLIC HEALTH	OATS	2020 JUL OATS	310.10
			2020 JUNE OATS	196.41
			2020 MAY OATS	161.50
			TOTAL:	668.01
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPAL LAW LLC	MRKTPL TIF PROJ 2	275.00
			TOTAL:	275.00
NON-DEPARTMENTAL	MKT PL CID-PROJECT	LAUBER MUNICIPAL LAW LLC	MERCADO PROJECT	1,122.50
			TOTAL:	1,122.50
NON DEPARTMENTAL	TIF PROJECT #3	LAUBER MUNICIPAL LAW LLC	VILLAGE OF GV TIF	27.50
			TOTAL:	27.50
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.42
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,077.39
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.15
			AFLAC-W2 DD PRETAX	88.56
		MISCELLANEOUS VIRGINIA CARTER ESTA	10-148800-12	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MAJETICH, JULIE	10-367200-08	75.00
		MIDWEST PUBLIC RISK	DENTAL	107.82
			OPEN ACCESS	105.56
			OPEN ACCESS	129.36
			HSA	457.82
			HSA	628.58
			HSA	485.03
			VISION	12.80
			VISION	7.48
			VISION	21.93
			VISION	27.99
		HSA BANK	HSA - GRAIN VALLEY, MO	69.73
			HSA - GRAIN VALLEY, MO	506.40
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	159.99
		ICMA RC	ICMA 457 %	198.54
			ICMA 457	214.87
			ICMA ROTH IRA	143.95
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,216.16
			SOCIAL SECURITY	2,033.22
			MEDICARE	475.52
			TOTAL:	10,458.27
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	ELECTRICAL WORK	786.00
		AAA DISPOSAL SERVICE INC	JULY SERVICE	62.75
		AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBERSHIP DUE	26.00
		PEREGRINE CORPORATION	20 BILL PRINT & MAIL	434.01
			20 BILL PRINT & MAIL	83.38
		RICOH USA INC	PW C85162113	22.90
			CD C85162115	40.52
		FELDMANS FARM & HOME	WEED KILLER	34.80
		CITY OF INDEPENDENCE UTILITIES	27348CCF 06/18-07/20	42,459.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,337.06
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	33.79
		VANCO SERVICES LLC	JULY 2020 GATEWAY ES20605	72.68
		OFFICE DEPOT	INK/PAPER	12.79
			PIN/PENS/MARKERS/STENOBOOK	10.72
		COMCAST - HIERARCY ACCT	CITY HALL	21.98
			CITY HALL	58.66
			PW	45.34
			PW	50.57
			PW	100.56
		AMAZON.COM	EARLOOP COVER	7.60
		OREILLY AUTOMOTIVE INC	3PK PAPER	4.79
			OIL FILTER/MOTOR OIL	28.09
			CONNCTR PIPE	5.73
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	40,963.00
			DEBT	63,231.27
		MISSOURI ONE CALL SYSTEM INC	JULY 309 LOCATES	386.25
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	87.50
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	134.84
		FASTENAL COMPANY	5/8" 10000LB SHACKLE	21.38
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/ CEMENT TUB/ELE	15.99
		COMCAST	CITY HALL PHONE CHARGES	73.23
		MIDWEST PUBLIC RISK	DENTAL	51.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL	206.78
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.43
			HSA	1,081.33
			HSA	627.42
			HSA	1,083.65
			HSA	946.01
		HSA BANK	HSA - GRAIN VALLEY, MO	142.83
			HSA - GRAIN VALLEY, MO	512.46
		MOXIE PEST CONTROL	ONE TIME TREATMENT	32.50
		SPIRE	405 JAMES ROLLO DR	3.98
			624 JAMES ROLLO CT	2.49
			711 S MAIN ST	1.85
			618 JAMES ROLLO CT	5.95
		METRO FORD	5C3Z 13404 AA LAMP AS	23.05
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	57.46
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QTRLY PYMNT 06/08/2020-09/	70.38
		MERCHANT SERVICES	MONTHLY FEES	1,085.93
			MONTHLY FEES	1,225.12
		BLUE NILE CONTRACTORS INC	Dillingham Rd water/trail	37,975.35
		KAW VALLEY ENGINEERING INC	Testing Services	515.45
		VIKING-CIVES MIDWEST INC	REVERSING RELAY/50AMP AUTO	40.80
		TYLER TECHNOLOGIES INC	SYMBOL LS2208 BAR CODE SCA	62.01
			AUG 20 MONTHLY FEES	97.20
		SUMMIT TRUCK GROUP	SENSOR EBP	76.80
		NEPTUNE TECHNOLOGY GROUP INC	CABLE COAX ASSY	99.77
		SCHULTE SUPPLY INC	WATER SADDLES & FLARES	890.09
		LAWN & LEISURE	JOHN DEERE GATOR SPRAYER	273.98
			CARBURETOR ASSY	11.86
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,016.64
			MEDICARE	237.76
		MOLLE CHEVROLET INC	2020 CHEVY COLORADO	6,364.75
			TOTAL:	206,334.75
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	JULY SERVICE	62.75
		AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBERSHIP DUE	26.00
		CITY OF BLUE SPRINGS	2ND QTR USAGE APR-JUNE	160,902.64
		PEREGRINE CORPORATION	20 BILL PRINT & MAIL	434.01
			20 BILL PRINT & MAIL	83.38
		RICOH USA INC	PW C85162113	22.90
			CD C85162115	40.53
		FELDMANS FARM & HOME	WEED KILLER	34.80
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,337.06
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	33.79
		VANCO SERVICES LLC	JULY 2020 GATEWAY ES20605	72.68
		OFFICE DEPOT	INK/PAPER	12.79
			PIN/PENS/MARKERS/STENOBOOK	10.73
		COMCAST - HIERARCY ACCT	CITY HALL	21.98
			CITY HALL	58.66
			PW	45.34
			PW	50.57
			PW	100.56
		AMAZON.COM	EARLOOP COVER	7.60
		OREILLY AUTOMOTIVE INC	3PK PAPER	4.79
			OIL FILTER/MOTOR OIL	28.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONNCTR PIPE	5.73
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	87.50
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	134.84
		FASTENAL COMPANY	5/8" 10000LB SHACKLE	21.38
		TREKK DESIGN GROUP LLC	I and I Assessment	4,392.00
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/ CEMENT TUB/ELE	15.99
			FLASHLIGHT/ CEMENT TUB/ELE	6.95
		COMCAST	CITY HALL PHONE CHARGES	73.23
		MIDWEST PUBLIC RISK	DENTAL	51.25
			DENTAL	206.76
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.41
			HSA	1,081.32
			HSA	627.42
			HSA	1,083.66
			HSA	946.03
		HSA BANK	HSA - GRAIN VALLEY, MO	142.85
			HSA - GRAIN VALLEY, MO	512.44
		MOXIE PEST CONTROL	ONE TIME TREATMENT	32.50
		SPIRE	405 JAMES ROLLO DR	3.99
			624 JAMES ROLLO CT	2.49
			711 S MAIN ST	1.85
			618 JAMES ROLLO CT	5.94
		METRO FORD	5C3Z 13404 AA LAMP AS	23.05
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	57.46
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QTRLY PYMNT 06/08/2020-09/	70.38
		MERCHANT SERVICES	MONTHLY FEES	1,085.94
			MONTHLY FEES	1,225.13
		VIKING-CIVES MIDWEST INC	REVERSING RELAY/50AMP AUTO	40.80
		TYLER TECHNOLOGIES INC	SYMBOL LS2208 BAR CODE SCA	62.00
			AUG 20 MONTHLY FEES	96.80
		SUMMIT TRUCK GROUP	SENSOR EBP	76.80
		LAWN & LEISURE	JOHN DEERE GATOR SPRAYER	273.98
			CARBURETOR ASSY	11.86
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,016.54
			MEDICARE	237.77
		MOLLE CHEVROLET INC	2020 CHEVY COLORADO	6,364.75
			TOTAL:	184,329.26
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	140.99
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	2,322.57
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	362.96
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	284.76
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	185.16
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	524.85
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	65.00

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	BRODERSEN, DIEDRE	US REFUNDS	75.30
		STANTON STEEL INC	US REFUNDS	59.07
		SBD HOUSING SOLUTIONS	US REFUNDS	15.54
		ARWOOD, KENTON	US REFUNDS	62.60
		BADDER, MARY E	US REFUNDS	83.67
		CONN, BAILEY	US REFUNDS	65.54
		BRANDVOLD, ORBIN L	US REFUNDS	33.02
		VELASQUEZ, ALEC	US REFUNDS	53.04
		COBLE, SHIRLEY J	US REFUNDS	145.57
		COVINGTON, SHERRY	US REFUNDS	81.06
		SWINNEY, KENNETH	US REFUNDS	63.56
		CLARK, ROBIN R	US REFUNDS	19.03
		WEST, WILLIAM	US REFUNDS	13.88
		SCOTT, STACY	US REFUNDS	15.54
		NOVAK, DARRYL G	US REFUNDS	26.26
		LYON, ELIZABETH	US REFUNDS	83.67
		EATON, AKIKO	US REFUNDS	78.57
		BROWN, AMPORN	US REFUNDS	94.03
		REED, ANDREW	US REFUNDS	15.54
		JOYCE, EDWARD M	US REFUNDS	64.26
		BUSSE, WILMA	US REFUNDS	74.99
			TOTAL:	5,110.03

========== FUND TOTALS ==========

100	GENERAL FUND	98,409.87
200	PARK FUND	303,763.97
210	TRANSPORTATION	9,161.96
230	PUBLIC HEALTH	668.01
300	MKT PLACE TIF-PR#2	275.00
323	MKT PL CID-PROJECT #3	1,122.50
330	TIF PROJECT #3	27.50
600	WATER/SEWER FUND	402,346.02
999	POOLED CASH FUND	3,886.29
	GRAND TOTAL:	819,661.12

TOTAL PAGES: 12

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/01/2020 THRU 8/14/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	08/24/2020	
BILL NUMBER	R20-40	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ADOPTING THE 2020 EMPLOYEE HANDBOOK**	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available	Not Applicable
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To update the Employee Handbook	
BACKGROUND	The current handbook was approved in 2014 and revised in 2015.	
SPECIAL NOTES	None	
ANALYSIS	Employee Handbook is in accordance with the Police Officer and Sergeant Labor Agreements.	
PUBLIC INFORMATION PROCESS	An RFP was issued in January 2020. The RFP was advertised in the Examiner.	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, Memorandum, Mark-Up and Clean Copy of Employee Handbook	

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

August 24, 2020

RESOLUTION NUMBER
R20-40

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ADOPTING THE 2020 EMPLOYEE HANDBOOK

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is required to provide employees with general policies, procedures and guidelines in compliance with Federal laws and State statues;

WHEREAS, the Board of Aldermen reserves the right to revise, delete and add to the provisions of the employee handbook;

WHEREAS, the Employee Handbook has been reviewed, updated and deemed to comply by Littler Law.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City of Grain Valley Employee Handbook attached is hereby approved and adopted.

PASSED and APPROVED, via voice vote, (____-_____)_ this _____ Day of ____, 2020.

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

CITY OF GRAIN VALLEY
MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator

TO: Mayor & Board of Aldermen

CC: Ken Murphy, City Administrator

DATE: August 17, 2020

SUBJECT: 2020 Employee Handbook Update

The 2014 Employee Handbook (revised August 2015) was reviewed and updated by Littler Law. The update to the employee handbook includes addressing inconsistencies within the current handbook, updating reference to employment laws, standards, policies and procedures to be compliant with Federal law and State statues and updates/revision to policies not included in the current handbook.

An RFP was issued and advertised in the Examiner in January 2020. The City received two responses. The response received from Littler Law was received on-time and in accordance with the RFP guidelines set forth. The second response received was not in accordance with the guidelines of the RFP.

After a thorough review by Administration, the Department Head team and Human Resources, a summary of comments were provided to Littler Law for consideration. Littler Law prepared an updated employee handbook with comments provided by the City, recommended missing or inconsistent legal compliance policies and verified accordance with the Police Officer and Sergeant labor agreements.

The following specific policies were added or updated: disability insurance, the service awards program, Christmas Eve holiday, sick leave donation policy, smoking/vaping and the dress standards.

The City approved a group short-term disability benefit in March 2018. A service awards program was implemented in February 2016. The Christmas Eve holiday was approved November 25, 2019. The sick leave donation policy was updated to reduce the number of hours an employee may request from fellow employees. With the approved employee handbook, smoking/vaping will only be allowed in designated areas during breaks or lunch periods. The dress and grooming standards have been updated to provide employees with a guide to be consistent with a business casual work environment.

Staff has provided a mark-up and a clean version of the handbook.

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~~2014~~2020

~~UPDATED AUGUST 2015~~

CITY OF GRAIN VALLEY

EMPLOYEE HANDBOOK

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RECEIPT OF CITY OF GRAIN VALLEY EMPLOYEE HANDBOOK

~~WELCOME LETTER~~

Welcome to the City of Grain Valley!

We are excited to have you as part of our team. You were hired because we believe that you have the knowledge, skills, abilities, and character to contribute to the success of our City and share our commitment to being the best community in the Kansas City metropolitan area.

At the City of Grain Valley, we strive to provide the highest level of service to our residents, businesses, and visitors. The primary goal of the City of Grain Valley, and yours as one of its employees, is to live up to our mission statement in everything we do. We can only achieve this through hard work and commitment from every employee. You and every other employee are essential to our success in that endeavor.

We know that joining a new organization requires some adjustment; you will meet new people, work in different surroundings, and need to become familiar with new policies, procedures, practices and benefits. This employee handbook contains the key policies, goals, benefits, and expectations of the City of Grain Valley. You should use it as a ready reference as you pursue your career with us.

Welcome aboard! We look forward to working with you and wish you continued success.

~~Sincerely,~~

~~Mike Todd~~
~~Mayor~~

ACKNOWLEDGMENTPURPOSE OF EMPLOYEE HANDBOOK

This Handbook has been provided to communicate general policies and practices at the City of Grain Valley. While we follow the policies set out in this Handbook, the City of Grain Valley reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.deviate from, modify, revoke, suspend, terminate, or change any or all such policies, procedures, benefits, in whole or in part, at any time, with or without notice. As changes are made, however, we shall do everything possible to make sure they are well communicated and understood. If you do not understand them, or if you have questions not answered in this Handbook, you are urged to consult with your Supervisor, Department Head, or Human Resources.

This Handbook does not constitute a contract for employment or a guarantee of continued employment for any employee, and the policies shall apply to all City positions including management positions, unless otherwise specifically provided for. Except where some other standard is established under a collective bargaining agreement or individual employment contract, there is nothing in this Handbook or any other policy or communication that changes the fact that you are an "at will" employee. Being an "at will" employee means that you are employed for an indefinite period of time and you may terminate your employment at any time. It also means that the City of Grain Valley may terminate your employment at any time.

The City of Grain Valley recruits, selects and places applicants from both inside and outside the organization, so that the best qualified applicant is chosen without regard to an individual's ethnicity, race, color, creed, gender, age, veteran status, physical disability, national origin, sexual orientation, religion, marital or familial status, genetic information, or any other protected class in accordance with applicable laws.

This Handbook supersedes all previously published handbooks, manuals, and other written or orally communicated policies and procedures and all past practicesEmployee Handbooks. Not all of the City of Grain Valley's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. It is your responsibility to read and understand all of the information contained in this Handbook. Any questions or concerns about this Employee Handbook or any other policy or procedure should be directed to your sSupervisor, Department Head, or Human Resources. The City Administrator shall be charged with the responsibility for the administration of these policies and procedures.

To confirm receipt of this Handbook, you will be required to sign a receipt confirmation. Employee Handbooks remain the property of the City of Grain Valley and must be returned upon termination.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by the Constitution of the State of Missouri. The personnel policies and procedures contained within this handbook are subject and subordinate to Federal law, State statute, and lawfully promulgated policies of the Court. In the event of conflict, applicable Federal law, State statute, or Court order, shall prevail.

SECTION 1
PHILOSOPHY

SECTION CONTENT

OVERVIEW THIS SECTION CONTAINS THE FOLLOWING TOPICS:

TOPIC	SEE PAGE
MISSION STATEMENT	7
~~EQUAL EMPLOYMENT OPPORTUNITY~~	~~8~~
OPEN DOOR POLICY	9
EMPLOYMENT AT WILL	10
COLLECTIVE BARGAINING AGREEMENTS	10

MISSION STATEMENT

MISSION STATEMENT	The mission of the City of Grain Valley is to provide residents, businesses and visitors with the highest level of service by providing professional municipal management in the areas of Public Safety, Parks & Recreation, Community and Economic Development, Water, Sewer, Transportation and the Stewardship of Public Funds.

OPEN DOOR POLICY

OPEN DOOR POLICY	We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We all recognize that the accumulation of unspoken, unanswered problems, grievances, complaints and questions can result in dissatisfaction and can affect the work environment. It is to everyone's advantage to bring these matters out in the open.
COMPLAINT PROCEDURE	If you have a suggestion, problem, or complaint, please review it with your supervisor~~r/manager or email it to your~~, Department Head, or ~~the~~ Human Resources ~~Director~~ Administrator ~~within one (1) working day~~at the earliest possible time. While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal. Please note that some City policies, such as the Equal Employment Opportunity Policy, and other policies prohibiting discrimination, harassment, and retaliation contain specific reporting procedures that should be followed. Employees should utilize this Open Door policy for reports and ideas that are not addressed through the City's specific reporting procedures.

EMPLOYMENT AT WILL

DEFINITION	Your employment with the City of Grain Valley is on an "at will" basis, except where some other standard is established under a collective bargaining agreement or individual employment contract, signed by the Mayor.~~.~~ This means that your employment is for an indefinite period of time and may be terminated by you or the City of Grain Valley at any time, for any reason or for no reason,~~.~~ with or without cause or notice by the employee or by the City.
NOT AN EMPLOYMENT CONTRACT	Neither this Handbook nor any other City of Grain Valley communication, unless specified as an employment contract or agreement, creates an employment contract or limits the right to terminate at-will. No employee rights are conferred upon the City of Grain Valley by this Handbook; and its contents should not give rise and legitimize expectations of continued employment.

COLLECTIVE BARGAINING AGREEMENTS

REPRESENTED EMPLOYEES	Certain City employees are represented by a labor organization. For these represented groups (known as "bargaining units"), the City will endeavor in good faith to establish a collective bargaining agreement with the relevant labor organization. Where a collective bargaining agreement is in effect, it will serve as the primary source for establishing wages, benefits, and terms or conditions of employment for the individuals employed within the bargaining unit.
CONFLICTING PROVISIONS INVALID	If there is any conflict between this Handbook and a collective bargaining agreement, the provisions of the collective bargaining agreement will be controlling. If this Handbook provides greater or lesser benefits, or more or less favorable terms or conditions of employment than appear in a collective bargaining agreement, the differing provisions of this Handbook shall be inapplicable to employees in the bargaining unit, and the collective bargaining agreement will be controlling. However, to the extent provisions of this Handbook address topics not covered in a collective bargaining agreement, or provide further details about matters that are addressed in a collective bargaining agreement without creating any conflict, the provisions of this Handbook shall apply to represented employees on the same basis as they apply to all other City employees.

SECTION 2
COMMITMENT TO DIVERSITY

SECTION CONTENT

OVERVIEW THIS SECTION CONTAINS THE FOLLOWING TOPICS:

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TOPIC	SEE PAGE
EQUAL EMPLOYMENT OPPORTUNITY	
SEXUAL AND OTHER UNLAWFUL HARASSMENT	25
DISABILITY AND ACCOMMODATION	26
RELIGIOUS ACCOMMODATION	28

EQUAL EMPLOYMENT OPPORTUNITY

INTRODUCTION	The City of Grain Valley is an equal opportunity employer committed to creating and maintaining a positive, productive work environment in which all employees are treated with dignity and respect, and have an equal opportunity to succeed.
POLICY	It is the City of Grain Valley's policy to prohibit discrimination and provide equal employment opportunities to all employees and applicants for employment without regard to any individual's legally-recognized status, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.
TERMS & CONDITIONS OF EMPLOYMENT	This policy applies to all terms and conditions of employment including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, job-related training, and compensation.

COMPLAINT PROCEDURE

Any employee who believes they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, or any third party, including any vendor, sub-contractor, or customer, in violation of the foregoing policies, or who is aware of such harassment, discrimination of or retaliation against others, should immediately provide a written or verbal report to their supervisor, Department Head, or Human Resources to report such incidents. After a report is received, a thorough and objective investigation will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The City expects all employees to fully cooperate with any investigation conducted by the City into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other City policies, and during the investigation, to keep matters related to the investigation confidential.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination, or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

PROTECTION AGAINST RETALIATION

Retaliation is prohibited against any person by another employee or by the City of Grain Valley for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to their supervisor, Department Head, or to Human Resources. Employees can contact Human Resources to report such incidents. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

POLICY

The City of Grain Valley is committed to providing a work environment that is free of prohibited harassment. As a result, the City maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

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DEFINITION OF SEXUAL HARASSMENT

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

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OTHER TYPES OF HARASSMENT

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

EMPLOYEE AND THIRD PARTY HARASSMENT

The City's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of the City, including supervisors, Department Heads, and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, visitors, or any other individuals with whom you come in contact during the course of performing your duties for the City of Grain Valley. If such harassment occurs in the workplace by someone not employed by the City, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), and City owned/controlled property.

REPORTING HARASSMENT

Any applicant or employee who believes they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, Department Head, agent, vendor, customer or other third party, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the City, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to any supervisor, Department Head, or to Human Resources. Employees are not required to report any prohibited conduct to a supervisor who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

INVESTIGATION AND RESPONSE

After a report is received, a thorough and objective investigation will promptly be undertaken. The City of Grain Valley will designate the person to lead the investigation. Depending on circumstances, the designated individual may be ~~the~~ Human Resources ~~Administrator~~, the City Administrator, or a third party.

The City of Grain Valley will take the necessary time to review and investigate your concerns. The investigation will be completed and a determination made and communicated to the employee as soon as practical. Any inquires about the status of your complaint should be directed to ~~the~~ Human Resources ~~Administrator.~~

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the City may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

CONFIDENTIALITY

Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis.

MANAGER'S RESPONSIBILITY

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to Human Resources so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

PROTECTION AGAINST RETALIATION

Retaliation is prohibited against any person by another employee or by the City of Grain Valley for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern to any supervisor, Department Head, or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the City may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

GOOD FAITH

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. If it is determined, after investigating any complaint of harassment or unlawful discrimination, that the complaint was not made in good faith, or that an employee intentionally or recklessly provides false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

~~AMERICANS WITH DISABILITIES ACT (ADA) AND AMERICANS WITH DISABILITIES AMENDMENTS ACT (ADAAA)~~DISABILITY AND ACCOMMODATION

POLICY

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the City of Grain Valley will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.~~The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that require employers to not discriminate against applicants and individuals with disabilities; and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.~~

~~It is the policy of the City of Grain Valley to comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.~~

Reasonable Accommodation

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the City receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The City will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the City and/or a direct threat to the health and/or safety of the individual or others, the City will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective.

The City will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

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Medical Information

Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.~~You may be requested to provide medical information or to submit to a medical examination by a physician chosen by the City of Grain Valley to assist the City in evaluating and accommodating your disability.~~

~~It is your responsibility to assure that your physician provides the necessary medical information to support the accommodation you are requesting.~~

RELIGIOUS ACCOMMODATION

POLICY

The City of Grain Valley will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the City.

The City has developed an accommodation process to assist employees, supervisors, and Human Resources. Through this process, the City establishes a system of open communication between employees and the City to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The City requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

SECTION 3
STANDARDS OF CONDUCT

SECTION CONTENT

OVERVIEW THIS SECTION CONTAINS THE FOLLOWING TOPICS:

TOPIC	SEE PAGE
POLICIES AND PROCEDURES	12
LEVELS OF SUPERVISION	14
ETHICAL COOPERATION	15
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POLICIES AND PROCEDURES

POLICY MAKING AUTHORITY

The Board of Aldermen is the ultimate policy making authority for the City of Grain Valley in matters pertaining to Human Resource administration.

Changes in Human Resource policies, compensation, classification plan, or fringe benefits shall not be effective unless formally approved by the Board of Aldermen via resolution or ordinance.

AMENDMENTS/ REVISIONS

~~The Policies and Procedures contained within this Handbook supersede all Human Resource Policies, Procedures and Regulations previously adopted, written or oral.~~

~~This Employee Handbook shall be reviewed annually by the Human Resources Director in conjunction with annual employee performance appraisals.~~

This Handbook supersedes all previously published Handbooks. Amendments or revisions to the Handbook, as a result of operational necessity, federal or state law, or local ordinance, enactments, or revisions, shall be presented for adoption by the Board of Aldermen and will become effective replacing previous policy on such date as designated by the governing body.

HUMAN RESOURCES OFFICER

The City Administrator or designee serving as the Human Resources ~~Officer~~ Administrator is responsible for the employment of all salaried and hourly personnel.

AUTHORITY OF CITY ADMINISTRATOR OR DEPARTMENT HEAD

The Policies and Procedures as outlined in this employee handbook shall not be construed as limiting in any way the power and authority of any City Administrator or Department Head to make departmental policies and regulations governing the conduct and performance of employees within that department when it relates to job-specific duties and regulations.

DEPARTMENT HEADS

Executive Management Team personnel are listed below, and are considered the appointing authority as defined in these policies and procedures:

- City Administrator
- Deputy City Administrator
- Community Development Director
- Finance Director
- Parks & Recreation Director
- ~~Assistant City Administrator/Director Community Development~~
- ~~Director of Finance~~
- ~~Director of Human Resources/City Clerk~~
- ~~Director of Parks & Recreation~~
- Chief of Police

DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITIES

Department Heads are responsible for the appointment, performance recognition, promotion, transfer, or separation of employees, with the approval of the City Administrator and within the guidelines provided in these policies.

PARKS AND RECREATION

The Parks and Recreation Director will work closely with the Parks & Recreation Board, but will work under the direct guidance of the City Administrator, following all the personnel policies and procedures outlined in this manual.

EMPLOYEE RESPONSIBILITY

You are responsible for cooperating with Department Heads and other staff in a joint effort to attain the City's goals and objectives.

LEVELS OF SUPERVISION

INTRODUCTION	In order to ensure orderly operations within our organization it is important to follow the proper chain of command, via the City's current Organizational Chart, when questions or issues arise. The City's Organizational Chart can be obtained by contacting Human Resources.
QUESTIONS OR CONCERNS	Questions or concerns should be addressed with your Department Head and/or a member of the Executive Management Team initially. If questions or concerns still exist, the matter should be addressed with the City Administrator. Please note that some City policies, such as the Equal Employment Opportunity Policy, and other policies prohibiting discrimination, harassment, and retaliation contain specific reporting procedures that should be followed. Employees should utilize this policy for questions or concerns that are not addressed through the City's specific reporting procedures.
~~FAILURE TO COMPLY~~	~~Failure to follow the chain of command may result in disciplinary action, up to and including termination of employment.~~

ETHICAL COOPERATION

INTRODUCTION	The City of Grain Valley strongly promotes and practices ethical cooperation in its daily activities with all employees, clients, and suppliers.
DEFINITION	Ethical cooperation is defined as employees cooperating with other employees, clients and suppliers in an ethical and friendly manner that consistently meet or exceed the Citizens' of Grain Valley's expectations. It also means that we treat each other with respect.
FAILURE TO COMPLY	Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

CODE OF ETHICS

INTRODUCTION	This Code of Ethics sets forth the high ethical standards that you and all others representing the City of Grain Valley are to maintain while conducting the business of the City of Grain Valley.
EXPECTATIONS	You and other City of Grain Valley representatives are expected to: 1. Assure compliance with laws and regulations that govern the City of Grain Valley's business activities. 2. Foster a standard of conduct that reflects positively on the City of Grain Valley and its employees. 3. Protect the City of Grain Valley from financial loss. 4. Promote an atmosphere and attitude of harmony, cooperation and understanding among all personnel of the City of Grain Valley. 5. Establish the rights and obligations of each person in order to minimize misunderstandings between the City of Grain Valley and the employees. 6. Preserve a ~~corporate~~ professional atmosphere in which personal integrity and dignity are not compromised, as well as set forth the high expectations we have for employee performance and conduct.
SALE OF GOODS OR SERVICES	You shall not, in your official capacity, assist in the sale of any goods or services to be used for advertising purposes.
GIFTS, GRATUITIES OR LOANS	You shall not accept gifts, gratuities, or loans for any amount or worth from organizations, business concerns, or individuals with whom an official relationship exists.
IF IN DIRECT CONTACT WITH THE PUBLIC	If you are in direct contact with the public, you must guard against any relationship, which might be construed as evidence of favoritism, coercion, unfair advantage, or secret agreement.
SOCIAL COURTESIES	These limitations are not intended to prohibit employees from accepting social courtesies, which prompt good public relations.

PROPRIETARY AND CONFIDENTIAL MATERIALS

POLICY

Due to the nature of the City of Grain Valley's business, the City absolutely must be able to place trust in you that you will not, at any time, divulge any confidential information you have learned during the course of your employment with the City to any third person, or business. Accordingly, in no event should employees disclose or reveal confidential information within or outside the City without proper authorization or purpose.

Confidential information includes information and records that may be designated as "closed records" under Missouri Revised Statute § 610.021, unless such information has otherwise been designated as an open record by the City of Grain Valley. However, confidential information does not include information about employee wages, hours, working conditions, or other terms or conditions of employment, when such information is shared and/or used by employees for the purpose of engaging in concerted protected activities.

The City of Grain Valley must insist that at no time may you make any copies of any confidential information utilized as an employee of the City of Grain Valley.

In applicable situations where you will be handling highly confidential material, you will be required to sign a confidentiality agreement which will then be permanently placed in your personnel file located in ~~the~~ Human Resources ~~department~~.

UPON TERMINATION OR RESIGNATION

Upon termination of your employment with the City of Grain Valley, or at any other time upon the City of Grain Valley's request, you must return all documents and information (both in electronic and paper format) in any way related to confidential information, the business and the customers of the City of Grain Valley. Please refer to Sections 3, 4 & 5 of this Handbook for further clarification regarding City property.

FAILURE TO COMPLY

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

RECOVERING DAMAGES

The City of Grain Valley reserves its right to take any further action necessary to recover damages resulting from the disclosure or use of, or to preserve the integrity of, such confidential information.

CODE OF CONDUCT

INTRODUCTION

Conduct that interferes with operations, discredits the City of Grain Valley, or is offensive to ~~customers or~~ fellow employees or third parties will not be tolerated.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but provided below is a list of examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment. The reasons listed below should not be taken as limiting in any way the City of Grain Valley's discretion to discipline or terminate the employment of any employee for a reasons not listed.~~The following policies of conduct apply to all employees.~~

~~The list is not exhaustive and is subject to change at any time without notice.~~

~~FAILURE TO COMPLY~~

~~Violation of these policies may result in disciplinary action, up to and including termination of employment.~~

~~The reasons listed should not be taken as limiting the City of Grain Valley's discretion to dismiss employees for reasons not listed.~~

CAUSES FOR CORRECTIVE ACTION

You shall not:

1. Have a direct financial interest in any contract with the City, or be directly financially interested, in the sale to the City of any material, supplies, equipment, or services.
2. Engage in any business or transaction, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of your official duties in the public interest or would tend to impair your independence of judgment or action in the performance of your official duties.
3. As p~~P~~ersonnel authorized to approve surplus City property ~~are not~~be allowed to bid on property to be itemized as surplus from ~~their~~ your department.
4. ~~If you have a financial or other private interest in any proposed City legislation, you shall~~ Fail to disclose to a Department Head the nature and the extent of any financial or other private interest in any proposed City legislation~~such interest~~.

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CAUSES FOR CORRECTIVE ACTION (CONTINUED)

5. Accept any valuable gift, whether in the form of service, loan, promise, or any other form, from any person which, to your knowledge, is interested, directly or indirectly, in any matter whatsoever, in business dealings with the City.
6. Disclose information, the disclosure of which would be detrimental to the City, nor shall you use such information to advance the financial or other private interests of yourself or others.
7. Engage in or~~,~~ accept private employment, or render services for a private interest, when such employment or service is incompatible with the proper discharge of your official duties.
8. Sell or barter anything to the City, or to a contractor to be supplied to the City, or make any contract with the City, or purchase anything from the City other than those things, which the City offers generally to the public and then only on the same terms as are offered to the public.
9. Continue in such position after filing for election to any Grain Valley municipal office and/or appointed committee, commission or board.
10. Directly or indirectly, solicit, receive or be of any manner concerned in soliciting, obtaining, or receiving any monetary contribution or assistance, financial, or otherwise, for any political purpose whatsoever from any officer or employee of the City.
11. Possess, distribute, sell, transfer, or use or be under the influence of alcohol or illegal drugs in the workplace or while on duty;

~~11. Use, possess or sell intoxicants or illegal drugs while on duty or reporting to work while under the influence of alcohol, narcotics or other drugs.~~

12. Steal, regardless of amount or value.
13. Possess illegally, remove, or attempt to remove property that belongs to the City of Grain Valley, it's employees, and/or customers.
14. Behave dishonestly, including falsification of employment application, employment information, or other records kept in the normal course of business (regardless of when such dishonesty or falsification is discovered).

~~15. Sleep or fail to remain alert while on duty, or fail to report to your Department Head and/or supervisor any condition or circumstances which may affect alertness and/or performance.~~

~~16.~~15. ~~Assault~~ Engage in fighting or physical violence towards a Department Head, supervisor, fellow employee, customer, guest or other visitor, or otherwise engage in fighting or physical violence while on duty.

~~17. Be insubordinate or disrespectful toward Department Heads and/or supervisors.~~

~~18.~~16. Complete someone else's time record (unless as directed in this Handbook) or falsify any time record, whether yours or another employee's.

~~19. Adulterate any food or beverage.~~

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CAUSES FOR CORRECTIVE ACTION (CONTINUED)

~~20. Commit any violation of the law that may reflect adversely upon the City of Grain Valley.~~

~~21.~~17. Destroy, misuse, abuse, or deliberately or carelessly damage any City property or the property of ~~someone else's property~~any City employee or customer.

~~22.~~18. Engage in harassment or discrimination or otherwise use abusive, violent, or threatening or vulgar language of any kind.

~~23. Refuse to cooperate in an investigation by the City of Grain Valley, including refusal to take a drug, alcohol or medical test when requested to do so.~~

~~24.~~19. Engage in horseplay or any other ~~infraction~~ conduct that could cause harm to another person or property.

~~25.~~20. Abandon your job, i.e., leaving the work site while on duty, without obtaining permission to do so.

~~26.~~21. Breach confidentiality or otherwise commit a fraudulent act or intentional breach of trust under any circumstances.

~~27. Use the City of Grain Valley's name for personal reasons.~~

~~28.~~22. Abuse or misuse City of Grain Valley telephones at any time or personal cell phones during work hours.

~~29.~~23. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping)~~Smoke~~, except in approved areas.

~~30.~~24. Play a television, radio, or any other noise-making device so that it may interfere with duties at any time.

~~31. Use profanity.~~

~~32.~~25. Fail to wear the proper attire, or fail to keep it or yourself neat and clean.

~~33.~~26. Create or contribute to unclean, unsanitary or unhealthy conditions, by action or inaction.

~~34. Loiter.~~

~~35.~~27. Have excessive absences, display absenteeism, or ~~overstay approved leaves~~abuse or misuse approved leave.

~~36.~~28. Fail to properly notify your Department Head and/or supervisor of an anticipated tardiness, absence, or leave.

~~37.~~29. Violate any safety, health, or ~~and~~ security policies, rules, or procedures of the City.

~~38. Perform work inadequately or display inattention to duties or carelessness in the performance of work.~~

~~39.~~30. ~~Show discourteous, unprofessional or~~Engage in any abusive treatment of customers or others having business with the City of Grain Valley.

~~40. Fight, bicker, and/or fail to maintain harmonious relationships with co-workers supervisors, and/or Department Heads.~~

~~41. Display negligence that results in injury to any fellow employee or customer.~~

~~42.~~31. Make malicious or~~,~~ false ~~or derogatory~~ statements about the City of Grain Valley, its customers or employees.

~~43. Misuse or abuse City of Grain Valley property.~~

~~44. Commit other violations of any policy contained in this Handbook.~~

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~~Off Duty Conduct~~

~~Introduction~~	~~**While the City of Grain Valley does not seek to interfere with your off duty conduct, certain types of off duty conduct may interfere with the City of Grain Valley's legitimate business interests.**~~	
~~Policy~~	~~**You are expected to conduct your personal affairs in a manner that does not adversely affect the City of Grain Valley's integrity, reputation or credibility.**~~	
~~Failure to Comply~~	~~**Off duty conduct that adversely affects the City of Grain Valley's legitimate business interests or your ability to perform your work will not be tolerated and may result in disciplinary action, up to and including termination.**~~	
~~For More Information~~	~~**Please see your supervisor or Department Head, if you have any questions or concerns about matters relating to the Code of Ethics.**~~	

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WORKPLACE VIOLENCE POLICY

PURPOSE	The safety and security of employees is of vital importance to the City of Grain Valley. Therefore, the City has adopted a zero-tolerance policy concerning workplace violence.~~The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to City property.~~
POLICY	Threats or acts of v~~V~~iolence – including intimidation, bullying, physical or mental abuse and/or coercion – that involve or affect City employees or that occur on City premises, ~~by an employee or anyone else against an employee, supervisor, or Department Head~~ will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of the City, including, but not limited to, City employees, supervisors, Department Heads, and other personnel, contractors, customers, vendors, and visitors. Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.
REPORTING PROCEDURE	Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy ~~If you receive or overhear any threatening communications from an employee or outside third party, report it~~ to your supervisor or Department Head~~/Supervisor at once~~. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.
CONFIDENTIALITY	All reports of work-related threats will be kept confidential to the extent possible, investigated and documented.
EMPLOYEE RESPONSIBILITY	You are expected to report and participate in an investigation of any suspected or actual cases of workplace violence, and will not be subjected to disciplinary consequences for such reports or cooperation.

FAILURE TO REPORT Violations of this policy, including your failure to report or fully cooperate in the City's investigation, may result in disciplinary action, up to and including termination.

SUBSTANCE ABUSE POLICY

POLICY

The City of Grain Valley strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the City of Grain Valley has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.~~The City of Grain Valley will not tolerate any alcohol or drug use that imperils your health and well-being or threatens the delivery of the highest quality of services to its customers.~~

Please note that the City is required to comply with certain government mandated testing under U.S. Department of Transportation ("DOT") drug and alcohol rules and comparable state laws with respect to certain applicants and employees. The City has implemented this Substance Abuse Policy independent of those rules. Applicants and employees who are subject to government mandated testing and federal and state DOT drug and alcohol rules must comply with this Policy as well as the City's requirements under any such federal or state rules, including the Federal Motor Carrier Safety Administration's Drug and Alcohol Clearinghouse.

PROHIBITED CONDUCT	The City of Grain Valley prohibits the use, possession, sale, attempted sale, purchase, attempted purchase, transfer, manufacture, and/or distribution of ~~alcohol and~~ illegal drugs~~/controlled substances~~ or other unlawful intoxicants, and/or drug-related paraphernalia on City of Grain Valley premises or while performing duties for the City of Grain Valley while away from City of Grain Valley premises, and/or during working hours. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. This includes prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. The City will accommodate individuals who are medically certified to use marijuana to the extent permitted by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired. The City of Grain Valley also prohibits employees from using, possessing, distributing, or dispensing of alcohol while at work or during work time and from coming onto the City of Grain Valley's premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.
USE OF LEGAL AND PRESCRIPTION DRUGS	You may continue to work for the City of Grain Valley while taking ~~prescription~~ lawfully prescribed drugs at the direction of a doctor for the treatment of an illness or over the counter drugs used for the purposes and in the manner intended, provided the medication does not adversely affect your ability to perform your work in a safe and efficient manner.
EMPLOYEE RESPONSIBILITY	An employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor, Department Head, or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition. ~~If you are taking any prescription or over the counter drugs that could have side effects and affect your job performance, you must advise your supervisor or Department Head of the drug being taken and the potential side effects.~~

CITY OF GRAIN VALLEY'S RESPONSIBILITY	If you are receiving legal medication, the City of Grain Valley has the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The City will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law. ~~determine whether you should be allowed to continue working during your treatment due to possible safety and/or performance problems that could arise from certain legal drug use.~~
CONVICTION OR PROBATION UNDER A CRIMINAL DRUG LAW	You must notify your supervisor or Department Head within five (5) days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug statute, law, regulation, or ordinance.

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~~SUBSTANCE ABUSE POLICY (CONTINUED)~~

FAILURE TO REPORT	Failure to report a conviction or guilty plea may result in disciplinary action, up to and including termination.
OFF THE JOB ILLEGAL DRUG USE, POSSESSION, AND/OR SALE	Off-the-job illegal drug use, possession, sale or other such activity may be deemed a violation of this policy and could result in disciplinary action, up to and including termination of employment. In deciding the appropriate disciplinary action to take, the City of Grain Valley may take into consideration the nature of the activity charged, your total record with the City of Grain Valley, and other factors deemed relevant by the City for the protection of its employees~~business~~ and operations.
TESTING OF EMPLOYEES	The City of Grain Valley may conduct testing of employees based on the circumstances noted below.
REFUSAL TO PARTICIPATE	Refusal to participate in such testing may result in disciplinary action, up to and including termination of employment.
REASONABLE SUSPICION TESTING	Whenever the City of Grain Valley has a reasonable suspicion that you have violated this policy, the City may require you to submit to a drug/alcohol test as a condition of employment.

REASONABLE SUSPICION

"Reasonable suspicion" means a belief that you have used, or are using, drugs/alcohol in violation of the policy of the City of Grain Valley, based upon such factors as, but not limited to:

1. Observable signs, whether directly or indirectly, such as:
    - the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
    - drug or alcohol use while at work or on duty.
2. A report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated.
3. Evidence that you have tampered with a drug or alcohol test during your employment with the City of Grain Valley.
4. Evidence that you are involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on City of Grain Valley premises or operating a vehicle, machinery or equipment of the City of Grain Valley.

POST-ACCIDENT TESTING

The City of Grain Valley requires you to undergo drug or alcohol testing if you have been involved in a work-related accident that causes ~~sustained a work-related~~a serious injury or ~~the~~ property ~~of the City has been damaged, including damage to equipment~~damage.

WORKER'S COMPENSATION

If you test positive for the presence of controlled substances, alcohol, illegal drugs, or illegally used chemicals, you may not be eligible for worker's compensation unless you prove that the substances, alcohol, illegal drugs, or illegally used chemicals were not the proximate cause of the injury or accident.

RANDOM TESTING

The City of Grain Valley may also institute random testing in accordance with this policy.

"Random testing," means a mechanism for selection of employees for testing that result in an equal probability that any employee from a group of employees will be tested, and which does not give the City discretion to waive the selection of an employee selected by this random selection method.

SCHEDULED, PERIODIC TESTING

~~The City of Grain Valley may conduct drug/alcohol testing as a part of regularly scheduled physical exams for its employees.~~

In addition, the City may conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or work groups.

Normally, such testing will not be scheduled more often than annually.

POST-REHABILITATION TESTING	The City of Grain Valley may require an employee to undergo drug or alcohol testing without prior notice for a period of up to two (2) years commencing with the employee's return to work, following a confirmed positive test or following participation in a drug or alcohol dependency treatment program under an employee benefit plan or at the request of the City.
SUBSTANCES THAT MAY BE TESTED	You may be tested for your use of alcohol (ethyl alcohol or ethanol), and for your use of commonly-abused controlled substances, which (at the present time) include: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Methaqualone, Opiates, Phencyclidine (PCP), hallucinogens, synthetic narcotics, designer drugs, or any metabolite of any of the substances listed above. Because the listing of all possible drugs of abuse is quite lengthy, and changes from time to time, you can request a listing of all substances to be tested from the testing laboratory at the time of the test.
TESTING METHODS	All testing will be conducted by a licensed independent medical laboratory that will follow applicable testing standards. Testing will be conducted on a blood, saliva, urine or hair sample provided by you to the testing laboratory under procedures established by the laboratory to ensure your privacy and chain of custody requirements, while protecting against tampering/alteration of the test results.
PAID EXPENSES	The City of Grain Valley will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy. The testing lab will retain samples in accordance with applicable law, so that you may request a retest of the sample at your own expense if you disagree with the test result.
FAILURE TO COMPLY	If you refuse to take the test as requested under this policy, you will be subject to disciplinary action, up to and including termination of employment.
UNEMPLOYMENT COMPENSATION	Under applicable law, your refusal to take a lawfully requested drug/alcohol test, or testing positive on such a test, may constitute "misconduct" within the meaning of unemployment compensation laws and may disqualify an individual from receipt of unemployment compensation.

TESTING POSITIVE	If you test positive on an initial screening test, you may be temporarily suspended while the confirmation test is being conducted. On receipt of the confirmation test, you may be~~are~~ subject to disciplinary action, up to and including termination of employment.
RIGHT TO REVIEW RECORDS	You have a right to obtain copies of all test results from the testing laboratory, or from the City of Grain Valley, and should submit all such requests to ~~the~~ Human Resources ~~Department~~ ~~Division~~ in writing.
RETESTING	If you disagree with the test results, you may request that the testing laboratory repeat the test. Such repeat test shall be at your expense, unless the repeat test overturns the original report of the laboratory, in which case the City of Grain Valley will reimburse you for the costs incurred for the retest.
RIGHT TO EXPLAIN TEST RESULTS	You have the right to meet with the testing laboratory personnel and with the City of Grain Valley to explain your test results. These discussions shall be considered confidential except information disclosed in such tests may be communicated to personnel within the City of Grain Valley or within the laboratory who need to know in order to make proper decisions regarding the test results or regarding your employment.
EMPLOYEE ASSISTANCE PROGRAM	You will be reminded of the availability of the Employee Assistance ("EAP") Program at the time that the City of Grain Valley provides you with positive drug/alcohol test results. The existence or your use of the EAP does not constitute any guarantee of continued employment with the City of Grain Valley.

CONFIDENTIALITY

All records concerning test results will be kept separately from your personnel file.

These test records cannot be used in any criminal or civil proceeding, except where such action has been brought by the City of Grain Valley or involves a suit between you and the City of Grain Valley, unless the records have been ordered released in accordance with a valid court order.

The records cannot be disclosed to any other person by the City of Grain Valley, in the absence of a court order, except where you have signed a release that specifically authorizes the City of Grain Valley to disclose such records to the requesting person.

Except where testing is done as a part of a routine physical examination, testing laboratories may conduct testing only for substances listed above, and may not conduct general testing related to your medical condition(s) unrelated to drug/alcohol usage.

CONFLICT OF INTEREST

POLICY	The City has guidelines to avoid real or potential conflicts of interest. It is your duty as an employee of the City of Grain Valley to adhere to the following guidelines about conflicts of interest. If this is not clear to you or if you have questions about conflicts of interest, contact your supervisor, Department Head, or the Human Resources DepartmentDivision.
DEFINITION	A conflict of interest occurs when the interest of an employee or another outside party actually or potentially affects the City in a negative way. Employees may not use their positions for personal benefit, for the benefit of friends or relatives, or to further any outside interests or personal agenda. Employees should at all times avoid the substance or appearance of a conflict of interest in their personal affairs and their work at the City.
DISCLOSURE	You must disclose any such interest that may occurare required to disclose in writing any real or potential conflict of interest to your supervisor, or Department Head, or the Human Resources Division.
FAILURE TO COMPLY	Violators of this policy faceFailure to disclose a conflict or potential conflict may lead to disciplinary action, up to and including termination of employment.

INDEMNIFICATION

INTRODUCTION	The City of Grain Valley recognizes ~~they~~ it employs individuals in positions that may subject them to civil or administrative court actions in which they can be personally named. In such instances where you are named individually in a civil or administrative action while having served in your official capacity, the City will provide your legal representation. Further, should they be awarded, the City will not hold you accountable or responsible for punitive and/or exemplary damages in such cases.
POLICY	In the event any judgment for punitive or exemplary damages is obtained against any officer or employee, as an individual, of the City of Grain Valley, Missouri, the said City of Grain Valley, Missouri, shall reimburse and hold said officer or employee totally and completely harmless from said punitive or exemplary damage award. *(City of Grain Valley Municipal Code Section 115.075)*
DISCLOSURE	Upon your knowledge of such action in which you are personally named as a party in a legal proceeding in connection with your performance and/or duties in your official position with the City, you are to immediately report such action to your Department Head, Human Resources ~~Director~~ Administrator, ~~and/~~or the City Administrator.
COOPERATION	As a City of Grain Valley employee, you are expected to cooperate fully with City administration, legal counsel and/or any other entity involved in said legal proceedings including, but not limited to, disclosure of any and all information known by you with regard to the issues related thereto. Should you have questions related to the City's expectations of you as a City employee, please contact the City Administrator or Human Resources ~~Director~~.

~~FAILURE TO COMPLY~~ ~~Failure to cooperate in legal proceedings in which you are a named party may result in the City's inability to offer indemnification.~~

CONTACT WITH THE MEDIA

POLICY To ensure that the City of Grain Valley communicates with the media in a consistent, timely and professional manner about matters related to the City, you should notify the City Administrator that you have been contacted by the media whenever you are asked to speak on behalf of the City so that the City knows that a media inquiry has been made. Do not respond to media inquiries on the City's behalf without authorization. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the City unless you have specifically been authorized to do so by the City.

SECTION ~~3~~4
GENERAL EMPLOYMENT POLICIES

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
OUTSIDE EMPLOYMENT	38
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OUTSIDE EMPLOYMENT

INTRODUCTION

The City respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform their job. An example of an activity that might adversely affect an employee's ability to perform their job duties is outside employment. ~~You are responsible to the City of Grain Valley for using your time to accomplish the work assigned and for keeping up your knowledge and skill levels.~~

POLICY

While the City does not prohibit employees from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the City;
- Employment that requires employees to conduct work or related activities during working times or using any of the City's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the City.

For the purposes of this policy, self-employment is considered outside employment.
~~Disclosure of secondary employment is required prior to employment with the City of Grain Valley or prior to the initiation of secondary employment in order to determine potential conflicts.~~

DISCIPLINARY ACTIONS

If secondary employment interferes with satisfactory performance and/or makes it impossible for an employee to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.~~maintaining knowledge and skill levels, you may be subject to disciplinary action, up to and including termination of employment.~~

VISITORS

POLICY	While we encourage a family-friendly work environment, guests of City employees not on official business are to keep visitation brief. Due to workplace interruptions and potential security or confidentiality issues, no former employees are allowed in work areas if present for non-official business.
NO SOLICITATION	Individuals, such as sales people and solicitors, who stop in unannounced will be asked to leave their information and/or to call to make an appointment.
FOR ADDITIONAL INFORMATION	Your supervisor, Department Head, or Human Resources can provide you guidance if this policy is unclear.

~~DATING~~ ROMANTIC RELATIONSHIPS IN THE WORKPLACE

POLICY	~~City of Grain Valley employees who enter into a relationship with each other do so voluntarily.~~ The City of Grain Valley will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from City premises. However, the City will consider such relationships when they affect an employee's job performance, occur during working time or on City premises, or pose a danger of a conflict of interest. As such, employees who enter into a romantic ~~If a personal~~ relationship ~~does exist, you~~ must ensure ~~that your involvement~~the relationship does not affect responsibilities, work environments, or other colleagues in the organization. If two employees enter into a romantic relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms and conditions of employment of the other individual. In other cases where a conflict or danger of conflict arises, even if there is no supervisor relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the City.
DISCLOSURE	To avoid any conflict or potential or perceived conflict of interest, ~~You, as an employee of the~~ City of Grain Valley employees who enter into a romantic relationship are required to disclose any such relationship to their supervisor, Department Head, or Human Resources. Additionally, both parties will be required to sign an acknowledgement statement confirming the relationship is voluntary and will not interfere in any way with the work of the employee or the work of other City employees.~~, will be required to disclose a personal relationship that you voluntarily enter into with another City employee to your supervisor or Department Head.~~ ~~Both parties will be required to sign an acknowledgement statement confirming the voluntary relationship.~~
FAILURE TO COMPLY	Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

CITY OF GRAIN VALLEY PROPERTY

YOUR RESPONSIBILITY

As a requirement of your job, you may receive property owned by the City of Grain Valley.

You are expected to take care of all City owned property assigned to you. You should notify your supervisor or Department Head if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

FAILURE TO PROPERLY CARE FOR EQUIPMENT

Failure to care properly for equipment could result in payroll deductions to cover the cost of the equipment as well as disciplinary action.

PROPERTY

Property includes, but is not limited to:

- Credit, facility access and City employee identification cards
- City structures, equipment and property
- Vehicles and operational equipment
- Facility, vehicle or equipment keys
- City issued electronic devices including cell phones and Ipads
- Paper or electronic copies of City documents including your personnel or medical file
- Office equipment, supplies and furniture
- Apparel or equipment rented or purchased by the City for use in your official capacity

UPON TERMINATION OR RESIGNATION

All City of Grain Valley property must be returned to your supervisor, Department Head, or ~~the~~ Human Resources ~~Department Division~~ before leaving employment with the City of Grain Valley. Failure to do so ~~will result in you not receiving your final paycheck.~~may result in in payroll deductions to cover the cost of the property or equipment.

IDENTIFICATION BADGE

A City of Grain Valley identification (ID) badge with your name, photo, employee number and department will be issued to you on your first day of employment. The ID badge is also your electronic key to enter the building and other secured areas, as needed. Consult with your Department Head on whether your ID badge will need to be visible during working hours.

If your identification badge is lost or stolen, you are required to obtain a replacement ID badge. A fee of ten dollars ($10.00) will be assessed for all replacement badges. Lost or stolen cards must be reported to your supervisor immediately. Failure to wear your ID badge or excessive loss or damage to cards can lead to disciplinary action.

Upon separation of employment, employees are required to return ID badges to Human Resources before receipt of their last paycheck.

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USE OF CITY OR PERSONAL VEHICLES

INTRODUCTION

Employee positions requiring driving duties in City of Grain Valley and/or personal vehicles must comply with policies set out below.

Please Note: This policy applies while you are on duty and after your shift ends- if you are still on City of Grain Valley property or business.

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POLICY

1. City of Grain Valley provided vehicles are not authorized for personal use unless previously approved by the Board of Aldermen and in accordance with IRS regulations.
2. Only approved City of Grain Valley employees are allowed to drive City owned vehicles and/or equipment. Completion of appropriate training, in accordance with the City's Loss Control Program, is required prior to an employee's operation of vehicles and/or equipment.
3. Personal and City-supplied cellular telephones are not to be used while driving.~~Refrain from using cell phones while driving.~~ This includes the use of a cellular phone for texting, emailing, or use of the internet.
4. Other than commissioned police officers on duty, employees are prohibited from carrying any firearm or weapon in any City-owned or provided vehicle. ~~do not carry on your person, in your vehicle, or otherwise on the premises of City owned property a firearm or other weapon.~~
5. Refrain from smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping)~~smoking~~ in all City vehicles.
6. Maintain a valid driver's license
7. Maintain and be prepared to provide proof of valid liability and property insurance on a privately owned vehicle with limits as specified by applicable state requirements.
8. Wear seat belts at all times when driving.
9. Consent to motor vehicle (MVR) checks.

~~10. Abide by all safety regulations.~~

~~11.~~10. Abide by all traffic and safety regulations, laws, and ordinances while driving within your official capacity.

~~12.~~11. Drive courteously and practice defensive driving techniques.

~~13.~~12. Do not drive City vehicles or personal vehicles while on duty after having consumed alcohol and/or drugs, including legal drugs.

~~14.~~13. All accidents and citations, no matter how minor, must be reported immediately and in writing to your supervisor, Department Head or ~~the~~ Human Resources ~~Director~~.

TICKETS AND TRAFFIC CITATIONS

The City of Grain Valley is not responsible for tickets or other traffic citations incurred by you while on City of Grain Valley business.

Accidents and traffic citations, no matter how minor, must be reported immediately.

PERSONAL VEHICLES

Use of a private vehicle for City of Grain Valley business will be allowed when a City owned vehicle is not available, and upon the approval of your Department Head or their designee.

REIMBURSEMENT FOR PERSONAL VEHICLES

When you utilize your personal vehicle for City of Grain Valley business, you will be reimbursed for business mileage at the current rate as stipulated by the U.S. General Services Administration ("GSA").

Odometer reading or MapQuest mileage documentation –is required for mileage reimbursement.

Reimbursement will be provided if the expenses are submitted in a timely manner and with appropriate documentation (i.e., GoogleMaps) for reimbursement.

Please contact your supervisor, Department Head, or the Finance Department for the appropriate form and procedure.

City of Grain Valley reimburses for mileage and does not allow purchases of gasoline on City of Grain Valley credit cards or the reimbursement of personal purchases of fuel unless pre-approved by your Department Head or City Administrator.

MILEAGE FROM HOME OR THE OFFICE

Mileage from home may be calculated into travel if the event would not normally bring you to the office first.

If you begin travel from City of Grain Valley property, then mileage will be calculated from that point to your destination.

OUT OF STATE TRAINING	If you choose to drive your personal vehicle for an out-of-state training or meeting, you must submit a request for such alternate travel with documentation of comparable travel costs by air, train or bus. This rate, or cost, should be obtained from a travel agent such as Expedia.com, another travel site, or directly from the public transportation provider. You must seek the most economical rate possible when comparing public transportation cost. You ~~will~~must submit a copy of the proposed cost and attach it to the request for out-of-state mileage reimbursement. Upon approval of the travel request, you will be reimbursed at the lower or comparable amount between reimbursement for actual miles traveled or the cost of public transportation.

TRAVEL POLICY

PURPOSE	The purpose of this policy is to provide guidelines and procedures for reimbursement of allowable expenditures for employees conducting business on behalf of the City of Grain Valley. The list of allowable expenditures is intended to cover all reasonable and necessary travel costs, while providing the lowest and best cost of travel for the City.
TRAVEL DAYS	Attendees to conferences beginning before 3:00 p.m., or which include trade shows, pre-conference seminars and exhibits, may travel the day immediately prior to the conference. Same day travel is required for conferences that begin after 3:00 p.m. Same day return travel from conferences ending before 3:00 p.m. is required. Attendees to conferences ending after 3:00 p.m. may return the following day.
ALLOWABLE EXPENDITURES WITHIN THE KANSAS CITY METROPOLITAN AREA	Mileage expense to work related functions will be reimbursed at the current U.S. General Services Administration ("GSA") standard mileage rates. This applies only when you use your personal vehicle for City of Grain Valley business because a City vehicle was not available or you are not authorized to operate a City vehicle. Meals will not be reimbursed when the function is within the Kansas City Metropolitan area, and overnight travel is not required per restrictions set by the Internal Revenue Service ("IRS"). Luncheon seminars or professional organization meetings will be paid at actual cost, which may be in excess of the meal allowance, when supported by a copy of the meeting agenda or paid receipt.
TRAVEL AUTHORIZATION	For travel made while on City business, you must complete a "Travel Request/Expense Report" which must be approved by the appropriate supervisor and Department Head or the City Administrator prior to ~~departure~~travel.
RECEIPTS	You will be reimbursed for business travel when receipts are attached to a Travel Request/Expense Report form and approved by the supervisor and Department Head.

AIRFARE

Authorization will be given for the most economical flight available to and from the pre-authorized destination.

All airline tickets should be ordered at least thirty (30) days in advance to secure the lowest fare available.

When ~~calling for~~purchasing airfares, you should check with multiple travel agencies and airlines to secure the best rate.

LODGING

Lodging will be paid for the nights you are on City of Grain Valley business, including travel days. Payment arrangement with the lodging establishment is required prior to your departure via your Department Head's written approval.

When making reservations for lodging, inquiries should be made about governmental discounts; however, the lowest quoted price should be utilized. Lodging generally includes the cost of a single room, taxes and governmental charges, but does not include any personal items such as movies, mini-bar purchases, alcoholic beverages, etc. The employee is required to provide a tax-exempt letter to the lodging establishment.

An itemized check out receipt is required for submittal to the City of Grain Valley upon return.

Check out times will be followed as the City will only pay for lodging per the policy set forth.

LODGING EXPENSE FOR NON-CITY EMPLOYEES

You are required to report all guests accompanying you in travel related to the business of the City of Grain Valley. If you choose to take guests with you on a business related trip, the City of Grain Valley will cover only your expenses. ~~–~~This includes, but is not limited to, double occupancy fees.

The City of Grain Valley is not legally responsible for the health or wellbeing of guests you choose to include in your business travels. ~~All guests will be required to sign a waiver stating such; and legal guardians will be required to sign for minors.~~

~~If a guest is a minor, a legal guardian is required to give written permission for the child to accompany the employee on the trip.~~

MEALS

Meals will be paid based on the per diem rate as outlined by the GSA. Information regarding GSA per diem can be found at www.gsa.gov/mie. Employees should request the current meal request spreadsheet for reimbursement.

According to the Federal Travel Regulation (FTR), travelers are entitled to 75% of the prescribed meals and incidental expenses for one day travel away from your official station if it is longer than 12 hours. (Please see FTR §301-11.101). This policy of 75% of the prescribed meals also applies to the first and last calendar day of travel.

To accommodate those traveling overnight that includes a partial day or days, GSA ~~breaks down~~breaks down per diem by meals to include tips.

Meals will not be reimbursed when the function is within the Kansas City Metropolitan area, and overnight travel is not required per restrictions set by the Internal Revenue Service ("IRS").

Any meals that are included with a registration should be deducted from the per diem amount.

Banquets will be paid at actual cost with a paid receipt, in place of the meal allowance amount.

OTHER REIMBURSABLE EXPENSES

The following charges must be listed on an itemized ~~on the~~ receipt and ~~are~~ attached to a travel expense report:

1. Taxi or Shuttle, or other car or ridesharing s~~S~~ervices (i.e. Uber, Lyft, etc.) to or from airports, hotels/motels and Convention centers are allowable expenses.
2. Parking and Toll Fees for business activities are allowable expenses.
3. Tips for personal services in a reasonable and customary amount are allowable.
4. Car Rental – expenses are allowable only if adequate local mass transportation is not available and the cost for taxi service exceeds the car rental fees.

~~4.~~5. Conference Attendance – conference details must be included with any request for reimbursement.

FALSIFICATION

Falsification of travel records, receipts, mileage logs, or any other expense reimbursement reports is considered theft and will result in disciplinary action up to and including termination of employment.

CREDIT CARDS

INTRODUCTION

The City of Grain Valley will issue credit cards to certain employees for use related to their jobs.

Use of City of Grain Valley-issued credit cards is a privilege, which the City may withdraw in the event of serious or repeated abuse. At the discretion of your Department Head and/or the City Administrator, you may also face disciplinary action up to and including termination of employment for the misuse of City issued credit cards.

PROHIBITED USE

The following uses are prohibited with City issued credit cards:

~~1. Expenses for one's own business-related use, such as lodging and meals while on City of Grain Valley-approved business trips.~~

~~2.~~1. Personal purchases~~ that are not compliant with the City of Grain Valley travel and expense reimbursement policy.~~.

~~3.~~2. For non-official City business of any kind.

~~4.~~3. Unauthorized purchases.

~~5.~~4. The purchase of alcohol, drugs or any illegal substance or act.

ACCEPTED USE

The following uses/purchases are accepted with City issued credit cards:

1. Purchases and/or expenses incurred f~~F~~or City business in conjunction with the employee's job duties.
2. Authorized purchases as approved by the Department Head or City Administrator as outlined in the City's Purchasing Policy.

UNAUTHORIZED TRANSACTIONS

If you use a City of Grain Valley credit card for any other type of unauthorized transaction in violation of this policy (i.e. incurs financial liability on the City of Grain Valley's part) that is not within the scope of your duties or your authorization to make business-related purchases; the cost of such purchase(s) or transaction will be your financial responsibility. Any employee who violates this policy will be expected to reimburse the City of Grain Valley directly or through payroll deductions to cover the full amount of any unauthorized purchases and/or transactions.

~~You will be expected to reimburse City of Grain Valley via deductions from pay until the unauthorized amount is fully repaid.~~

The City reserves the right to take legal action against employees who incur financial liability as a result of any violations of this policy.~~on the City.~~

DEDUCTIONS

Deductions will be in the amount of the unauthorized purchase(s). If a deduction for such amount would take you below minimum wage for the workweek in question, the deductions will be in two or more ~~equal~~ increments that will not take your pay below minimum wage for any workweek involved, but will fully recover the amount of the charges incurred.

PROTECTION OF CARD

The credit card should always be protected. It should be kept in a secure location.

The only person authorized to use the credit card is the cardholder whose name appears on the face of the card. No other employee may use another employee's City-issued credit card for any business-related purchases without the express authorization of the authorized cardholder.

~~No other employee is allowed use of a City issued credit card without prior knowledge of said purchases being made by the cardholder.~~

RECEIPTS

Receipts for credit card expenses must be provided to the accounts payable department within seven (7) days of purchase.

~~For use of an individual employee's credit card by another employee for an approved business expense, receipts must be turned in to the cardholder at the time the credit card is returned.~~

LOST OR STOLEN CREDIT CARDS

You must report lost or stolen credit cards to the accounts payable department and your Department Head ~~within twenty-four (24) hours~~immediately. Failure to properly report a lost or stolen credit card may result in the employee being liable for any unauthorized transactions or purchases made following the loss or theft of the credit card.

~~If it is not reported within twenty-four (24) hours, you can be liable for all charges incurred until the card is reported lost, stolen or misplaced.~~

FAILURE TO COMPLY

In addition to financial responsibility and liability for any unauthorized transactions and/or purchases made in violation of this policy, employees may also be subject to ~~wage deductions, frequent purchases you make with a City of Grain Valley credit card in violation of this policy (for example, more than one accidental occurrences) will result in revocation of the card and/or disciplinary action, up to and including termination of employment, depending upon the severity and repeated nature of the offense(s).~~

~~At the discretion of your Department Head and/or the City Administrator, you may also face~~ disciplinary action up to and including termination of employment.

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TELECOMMUTING POLICY

INTRODUCTION

The City of Grain Valley strives to establish work arrangements that provide employees with increased flexibility with their work location, hours of work and/or days worked. These arrangements serve the dual purpose of allowing employees to address the needs of their personal obligations while also allowing the City to maintain a progressive and productive work environment.

POLICY

This Policy outlines parameters and procedures associated with any City approved telecommuting arrangement. If any provision contained in this Policy conflicts with any federal, state or local law, rule or regulation, said law, rule or regulation shall control. Telecommuting allows an employee to regularly perform some or all assigned duties at home or another location. This may involve the use of telecommunications (i.e., cellular phones, faxes, internet access, etc.) or computer technologies.

Please note that this policy does not apply to employee requests for reasonable accommodation due to a medical condition covered by the Americans with Disabilities Act (ADA) or any other applicable federal, state or local law, rule or regulation. The City's established procedures for handling such requests should be utilized pursuant to the Reasonable Accommodation Policy.

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AUTHORIZATION

Typically, employees will be considered for telecommuting arrangements on a case-by-case basis. However, the City reserves the right to mandate a flexible work arrangement for a specific employee; a specific department; or, employees assigned to a specific physical location, as may be in the best interest of the City's business operations and/or the safety and welfare of the City's employees, clients and/or customers.

Decisions regarding telecommuting arrangements will be made by the appropriate supervisors, Department Heads, and/or Human Resources. Flexible work arrangements may be approved for a limited period of time.

Decisions about telecommuting arrangements will be made without regard for race, color, religion, sex, sexual orientation, gender identity, nation origin, citizenship, age, disability, veteran status, or another other classification protected by law, although telecommuting arrangements may be granted as a reasonable accommodation for a disability.

COMPLIANCE WITH CITY POLICIES AND PROCEDURES	Telecommuting arrangements are benefits provided at the sole discretion of the City and are not an employee entitlement. Nothing in this Policy shall be interpreted to be in conflict with, or to eliminate or modify in any way, the employment-at-will status of City employees. Employees granted a telecommuting arrangement will be subject to all other City policies, including, but not limited to, policies regarding hours worked; pay; recording work time; attendance; and, paid time off.
SPECIAL CONSIDERATIONS	Telecommuters will work with their supervisor, Department Head, and ~~h~~Human ~~r~~Resources to determine a mutually beneficial work schedule. Deviations from the agreed-to schedule must be communicated by employees to their direct managers. Telecommuters must be available via telephone and/or email during the core hours agreed to with the City. Telecommuters will be expected to attend mandated meetings virtually or, if required, in person.

SECTION 45
TECHNOLOGY POLICIES

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
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SOCIAL MEDIA POLICY	

EQUIPMENT MONITORING, ACCESS OR INSPECTION

POLICY	All City of Grain Valley business machines, equipment and furnishings, including but not limited to desks, cabinets, files and lockers are City of Grain Valley property. The City of Grain Valley reserves the right to monitor, access, and inspect such equipment and furnishings at any time.
PRIVACY	You should have no anticipation of privacy with respect to any information or material stored in City of Grain Valley owned equipment and furnishings.

ELECTRONIC RESOURCES

INTRODUCTION

This policy describes the City's general guidelines for using its electronic resources, including electronic mail (email), telephone and cellular phone services, voicemail, internet access and computer systems (including but not limited to video conferencing platforms used for City business such as Microsoft Teams, Skype, and Zoom).

POLICY

Employees should use the City's electronic resources with the understanding that these resources are provided for the benefit of the City's business. Employees may use City electronic resources for personal use, during nonworking time, as long as such use complies with City rules and applicable laws. Employees should never use the City's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene, uncivil or otherwise inappropriate material on the City's electronic resources is prohibited. Messages stored and/or transmitted by the City's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by City's policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

NO SOLICITATION

The City's electronic resources must not be used for solicitation purposes during working time. The City's no solicitation rule applies to the use of electronic resources.

SOFTWARE CODE OF ETHICS	Employees may not duplicate any licenses, software or related documentation for use either on the City's premises or elsewhere unless the City is expressly authorized to do so by agreement with the licenser. Unauthorized duplication of software may subject users and/or the City to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers. The City reserves the right to audit any City computer to determine what software is installed on the local drive(s).
EMPLOYEE RESPONSIBILITY	Each employee is responsible for the content of all text, audio or images that they place or send using the City's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other City correspondence or memoranda.
COMPUTER AND SYSTEMS SECURITY	All computers and the data stored on them are, and remain at all times, the property of the City of Grain Valley. As such, all messages created, sent or retrieved over the internet or the City's electronic mail systems are the property of the City, and should be considered City information. The City reserves the right to retrieve and read any message composed, sent or received using the City's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all City policies. Additionally, all data composed, transmitted and/or received by the City of Grain Valley's computer systems is considered to belong to the City, and is recognized as part of its official data. It is, therefore, subject to disclosure for legal reasons or to other appropriate third parties including, but not limited to, Sunshine Records requests. Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using City equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

EMAIL CONTENT SCREENING	The City maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related. By using City equipment to send or receive communications, employees consent to any monitoring by the City and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.
EMPLOYEE RESPONSIBILITY	Each employee is responsible for the content of all text, audio or images that they place or send using the City's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other City correspondence or memoranda.
FAILURE TO COMPLY	Failure to comply with this policy will subject you to disciplinary action, up to and including termination.
UPON TERMINATION OR RESIGNATION	If you resign or are terminated from your employment with the City, passwords set up for computers, e-mail, and voice mail, and other electronic resources, must be disclosed to Human Resources before the separation of your employment with the City of Grain Valley.
FOR ADDITIONAL INFORMATION	If you have questions regarding this policy, or are unsure about what constitutes acceptable use of the City's electronic resources, ask your supervisor, Department Head, or ~~the~~ Human Resources ~~Administrator~~ for further guidance and clarification.

PERSONAL DEVICES

POLICY	Although the City permits employees to bring personal electronic devices, including cellular phones, smartphones and PDAs, into the workplace, employees are expected to remember that working time is for work. Therefore, employees should only engage in personal phone calls and communications and other use of personal electronic devices during nonworking time, including breaks and meal periods. Outside of this time, personal phone calls and other personal device use should be kept to a minimum and for emergency use only.

~~TELEPHONE USE~~

~~PHONE USAGE~~	~~Personal telephone calls, texting, etc. either outgoing or incoming, are to be limited in nature and shall not interfere with work performance.~~
~~CITY OF GRAIN VALLEY PROVIDED CELL PHONES~~	~~City of Grain Valley provided cell phones should not be used for personal calls.~~ ~~If the City of Grain Valley provided cell phone privilege is abused, the City reserves the right to charge you for the associated costs.~~
~~FAILURE TO COMPLY~~	~~Failure to comply with this policy will result in disciplinary action, up to and including discharge.~~

~~Computer Use~~

~~Introduction~~

~~Any computers, including laptop computers, provided by the City of Grain Valley are provided and maintained to assist you and our customers in conducting City of Grain Valley's business.~~

~~Policy~~

~~The use of any City of Grain Valley computer should be reserved solely for the conduct of the City of Grain Valley's business, and should not be used for personal business.~~

~~Computer Hardware and Software~~

~~The computer hardware and software is property of the City of Grain Valley and all data composed, created or stored on a City of Grain Valley computer are and remain property of the City of Grain Valley.~~

~~Such material is not your private property.~~

~~City of Grain Valley's Rights~~

~~The City of Grain Valley reserves the right to review, audit, intercept, access and disclose all data or documents created or stored on the City of Grain Valley's computers, including e-mails.~~

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~~CONFIDENTIALITY~~ ~~The confidentiality of any document, data, or e-mail should not be expected or assumed. Even when a document is erased, it is still possible to retrieve and read it.~~

~~Further, the use of passwords for security does not guarantee confidentiality.~~

~~Notwithstanding the City of Grain Valley's right to retrieve and read any documents and/or e-mail, such information should be treated as confidential by other employees and accessed only by individuals authorized by the City of Grain Valley to do so.~~

~~*Continued on Next Page*~~

~~COMPUTER USE (CONTINUED)~~

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~~PROHIBITED USES~~

~~**The City of Grain Valley's electronic communications systems cannot be used for knowingly transmitting, retrieving, or storing any communication that is:**~~

1. ~~**Discriminatory or harassing.**~~

2. ~~**Appears derogatory to any individual or group.**~~

3. ~~**Is obscene.**~~

4. ~~**Can be seen as defamatory or threatening.**~~

5. ~~**Reveals confidential information or other information that could harm the City of Grain Valley.**~~

6. ~~**Transmits or reveals confidential information to unauthorized recipients.**~~

7. ~~**Discusses with others or solicits others for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.**~~

8. ~~**Is used for any purpose that is illegal or contrary to the City of Grain Valley's policy or business interests.**~~

~~***Please refer to the "Internet Usage" policy in relation to computer use for personal matters***~~

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~~Remote Access~~

~~Approved staff members are allowed remote access to their e-mail accounts, individual and global calendars.~~

~~Those with additional access to City of Grain Valley directory files will access them using only approved and purchased equipment.~~

~~All remote access will be done from computers with updated anti-virus software.~~

~~You are responsible for the expense of maintaining your own software and anti-virus software on your personal computers.~~

~~Failure to Comply~~

~~Failure to comply with this policy will subject you to disciplinary action, up to and including termination.~~

~~Upon Termination or Resignation~~

~~If you resign or are terminated from your employment with the City, passwords set up for computers, e-mail, and voice mail must be disclosed to Human Resources before leaving the City of Grain Valley.~~

~~E-Mail~~

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~~INTRODUCTION~~

~~Although e-mail offers a certain sense of informality and accessibility, it must be used according to the same principles and courtesies that apply to other forms of written office communication, i.e., letters, memos, faxes, newsletters, or other City of Grain Valley reference materials.~~

~~This includes the content of messages as well as how those messages are distributed, replied to, and filed for later use.~~

~~PERSONAL MESSAGES~~

~~Personal messages should be kept to a minimum, and the content of all e-mail messages, including any personal messages, should be professional in nature and in compliance with City of Grain Valley policies.~~

~~CITY OF GRAIN VALLEY'S RIGHTS~~

~~The City of Grain Valley reserves the right to review, audit, intercept, access and disclose all e-mail messages sent or received on a City of Grain Valley computer.~~

~~You should not assume or expect that your e-mail is private.~~

~~DISCLOSURE TO LAW ENFORCEMENT~~

~~The City of Grain Valley reserves the right to disclose any electronic mail message to law enforcement officials without any prior notice to any employees who may have sent or received such messages~~

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~~Employee Responsibility~~

~~**It is your responsibility to notify your supervisor immediately if you have knowledge or suspect a breach of security or inappropriate use of the email or Internet system. Inappropriate use of the e-mail, includes, but is not limited to:**~~

1. ~~**Accessing, mailing, forwarding or downloading any material not directly related to the employee's position with the City.**~~

2. ~~**Sexually explicit material.**~~

3. ~~**Offensive or disruptive statements racial slurs, gender-specific comments or any comments that would reasonably offend someone on the basis of his/her age.**~~

4. ~~**Religious or political beliefs.**~~

5. ~~**National origin.**~~

6. ~~**Pregnancy or disability.**~~

~~***Continued on Next Page***~~

~~E-Mail (Continued)~~

~~Failure to Comply~~

~~**Failure to comply with this policy will result in disciplinary action, up to and including discharge.**~~

~~Upon Termination or Resignation~~

~~**If you resign or are terminated from your employment with the City, passwords set up for computers, e-mail, and voice mail must be disclosed to Human Resources before leaving the City of Grain Valley.**~~

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~~INTERNET USAGE~~

~~POLICY~~

~~You are expected to use the Internet responsibly and productively.~~

~~DISCLOSURE~~

~~All Internet data that is composed, transmitted and/or received by the City of Grain Valley's computer systems is considered to belong to the City , and is recognized as part of its official data. It is, therefore, subject to disclosure for legal reasons or to other appropriate third parties including, but not limited to, Sunshine Records requests.~~

~~SUPERVISOR RIGHTS~~

~~Supervisor and Executive Team staff have the right to access and review Internet use on all City of Grain Valley owned equipment at any time and for any cause.~~

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~~Unacceptable Use~~

~~**Unacceptable use of the Internet includes, but is not limited to:**~~

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~~1. **Access to sites that contain obscene, hateful, pornographic, unlawful, violent or otherwise illegal material.**~~

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~~2. **Sending or posting discriminatory, harassing, or threatening messages or images on the Internet.**~~

~~3. **Downloading, copying or pirating software and electronic files that are copyrighted or without authorization.**~~

~~4. **Sharing confidential material or proprietary information outside of the organization.**~~

~~5. **Hacking into unauthorized websites.**~~

~~6. **Sending or posting information that is defamatory to the company, its services, employees and/or customers.**~~

~~7. **Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.**~~

~~8. **Passing off personal views as representing those of the organization.**~~

~~***Please Note: Employees accessing sites related to this use policy for job related purposes will be excused when applicable.***~~

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~~**INTERNET USAGE (CONTINUED)**~~

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~~For Additional Information~~

~~**If you are unsure about what constitutes acceptable Internet usage, ask your supervisor, Department Head or the Human Resources Director for further guidance and clarification.**~~

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~~Failure to Comply~~

~~**Employees found to be using the Internet for personal use during work hours are subject to disciplinary action, up to and including termination of employment.**~~

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SOCIAL ~~COMPUTING~~ MEDIA POLICY

POLICY

This Social Media Policy should be read in conjunction with the City of Grain Valley's existing policies, including those relating to Confidentiality, Code of Conduct, Equal Employment Opportunity, and Harassment. Taken together, these policies govern the use of social media by City employees, whether engaged in social media on the City's behalf or engaging in personal use. Nothing contained in this or any of the City's policies is intended to supersede applicable law and all policies are to be read in a manner consistent with applicable law.

For the purposes of this policy, the term "social media" includes, but is not limited to, Web sites or other online services that offer email groups, bulletin or message boards, chatrooms, listservs, and blogs. Some well-known examples are Twitter, Facebook, LinkedIn, Instagram, and YouTube. Because the kinds of sites to which the policy applies are continuously evolving, this list of examples is intentionally not exclusive. In addition, because social media usage also is evolving, it is not possible to address each and every instance or example of social media conduct that is or is not consistent with this policy and other City policies; rather, this policy is intended to address general principles with which all City employees must comply. ~~City of Grain Valley employees shall be held personally responsible for the content they publish on blogs, wikis, social media outlets, or any other form of user-generated media in conjunction with their role with the City or in representation of the City of Grain Valley.~~

~~Please also be aware of your association with the City of Grain Valley in all online social networks.~~

~~Use Disclaimers~~Employee Responsibility

City of Grain Valley employees are responsible for what they post on social media, where it is easy to blur personal and professional content. Always be respectful and cognizant of your audience. Take care to ensure that personal views you may express online are not misconstrued as those of the City. If you identify yourself, directly or indirectly, on social media as a City employee, treat your social media content and postings the same way you would any other communication or interaction: as a reflection of your reputation and that of the City. ~~If you publish content to any website outside of the City of Grain Valley and it has something to do with the work you do or subjects associated with the City of Grain Valley, use a disclaimer stating that the views published are your personal views and not those of the City. Wording such as the following can be used:~~

~~*"The postings on this site are my own and don't necessarily represent the City of Grain Valley positions or opinions."*~~

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~~Respect Laws~~Confidentiality and Privacy

Respect your audience, copyright, fair use, and financial disclosure laws.

You must maintain the confidentiality of City information and communications. As such, d~~D~~o not provide confidential or other proprietary information on social media, as set forth in the City's policy on Proprietary and Confidential Information. In addition, you must be mindful of the obligation not to disclose personally identifiable information (such as Social Security numbers, driver's license numbers, and financial account numbers) and other personal or confidential information related to City employees or those with whom the City does business. ~~, or cite or reference clients, partners or suppliers without their approval. When referencing, link back to the source.~~

Comply with the City's Code of Ethics, Code of Conduct, Equal Employment Opportunity, and Harassment policies when using social media. ~~Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the City of Grain Valley workplace.~~

~~Respect Others' Privacy~~

~~Do not publish or report on conversations meant to be private or internal to the City of Grain Valley.~~

~~Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.~~

~~Ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.~~

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~~INTERFERENCE WITH JOB~~	~~Make sure that your online activities do not interfere with your job or commitments to clients.~~ ~~Try to add value. Provide worthwhile information and perspective.~~
FOR ADDITIONAL INFORMATION	If you are unsure or have questions about ~~any particular posting~~appropriate social media usage, please contact your supervisor, Department Head, or ~~the~~ Human Resources ~~Director~~ ~~Administrator~~ for guidance.
~~FAILURE TO COMPLY~~	~~Failure or misuse of the media or posting of any unauthorized materials or comments during work hours is theft of time and subject to disciplinary action, up to and including termination of employment.~~

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~~SOFTWARE~~

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~~The City of Grain Valley will provide copies of legally acquired software to meet all legitimate business needs in a timely fashion and in sufficient quantities for all of the City's computers.~~

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~~UNAUTHORIZED SOFTWARE~~

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~~The use of software obtained from any other source could present security and legal threats to the organization, and such use is strictly prohibited.~~

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~~No employee shall install any software on the City of Grain Valley's computers, including but not limited to instant messaging software, except the software provided or approved by the City of Grain Valley for installation~~

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~~FAILURE TO COMPLY~~

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~~Failure to comply with this policy will subject you to disciplinary action, up to and including termination of employment.~~

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SECTION ~~5~~6
OFFICE OPERATIONS AND GENERAL PROCEDURES

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
HEALTH AND SAFETY	62
PARKING	64
PERSONAL PROPERTY	65
TOBACCO USE	66
DRESS & GROOMING STANDARDS	67

HEALTH AND SAFETY

INTRODUCTION

City of Grain Valley is committed to providing you with a safe and healthy working environment.

To this end, City of Grain Valley makes every effort to comply with relevant federal and state occupational health and safety laws and to develop programs conducive to such an environment, while minimizing health and safety risks to you and other visitors to City of Grain Valley's facilities. This includes, but is not limited to, the City's ~~mandatory Loss Control Program~~Risk Management Manual.

Constant cooperation and input from you will also facilitate a successful safety program in the workplace.

GUIDELINES

To accomplish these objectives, you are expected to follow the guidelines set forth by the City's Safety Committee, including but not limited to:

1. The use of safety equipment in the performance of your duties.
2. Perform your work diligently and in best practice for the City, its citizens and employees.
3. Maintain a safe and healthy working environment.
4. Adhere to proper operating procedures and practices, as outlined in the City's ~~Loss Control Manual~~Risk Management Manual, to prevent injuries and illnesses.
5. Attend all required training regarding safety/health provided to you.

YOUR RESPONSIBILITY

You should immediately report any unsafe conditions or behaviors encountered in the workplace.

You may face disciplinary action up to and including termination for failure to immediately report the following:

1. Injuries sustained on the premises or on a job site; no matter how minor.
2. Any incident, including complaint made by a client, supplier, or his/her representative.
3. Any unsafe conditions or actions perpetrated by an employee or contractor of the City of Grain Valley on a job site, including customer sites.

You should not hesitate to contact your supervisor, Department Head and/or Risk Manager when safety directives and/or assistance is needed.

REPORTING ACCIDENTS, INJURIES OR DAMAGES

In the event of any on-the-job injuries, accidents, or equipment and property damages, you are required to take the following action:

1. Contact your supervisor immediately about the incident.
2. In the event of an injury, contact the nurse line provided to the City.
3. Notify the Police Department for an investigation into accidents involving vehicles or equipment.
4. Submit a written report to ~~the City's Risk Manager~~Human Resources within one (1) business day of when the incident occurred.

PARKING

DURING BUSINESS HOURS	Employee vehicles are to be parked in the area designated for employee parking during business hours. The City is not responsible for damage to your vehicle while parked in the parking area.

PERSONAL PROPERTY

EMPLOYEE RESPONSIBILITY	All personal property is your sole responsibility. Exercising precautionary measures to protect your personal property is recommended.
THEFT, ABUSE, MISUSE OR DAMAGE	The City of Grain Valley is not responsible for theft, abuse, misuse, or damage to any individual's personal property.

TOBACCO USE

POLICY	To ensure a healthy and safe work environment, City of Grain Valley prohibits smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping), in all City of Grain Valley facilities including offices, break areas, and storerooms. Employees are also prohibited from smoking in all City owned equipment and vehicles. You may use tobacco items listed above in designated areas. You and must utilize your own time (e.g., breaks and meal periods) for smoking..
SMOKELESS TOBACCO	The City of Grain Valley currently allows the use of smokeless tobacco products (e.g. chewing tobacco or snuff) in all City facilities.
EMPLOYEE RESPONSIBILITY	Courtesy and consideration regarding the use of these products around other individuals is appreciated, and it is your responsibility to ensure proper disposal in the appropriate waste container. Employees that violate this policy may be subject to disciplinary action up to and including termination.

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DRESS AND GROOMING STANDARDS

POLICY

The image the City projects to the public is reflected in the appearance of our employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.~~You are required at all times to present a professional, businesslike image to visitors, customers and the public.~~ Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City of Grain Valley.

WHO SHOULD COMPLY

This policy applies to staff with an administrative, clerical or office position within the City of Grain Valley and is also applicable to volunteers working with the City.

DEPARTMENTAL DISCRETION

At its discretion, departments may allow you to dress in a more casual fashion than is normally required. On these occasions, you are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing or similarly inappropriate clothing.

WORKPLACE CLOTHING GUIDELINES

You are expected to:

1. Present or create a professional or identifiable appearance for visitors, or the public.
2. Promote a positive working environment and limit distractions caused by provocative or inappropriate dress.
3. Clothing should not constitute a safety hazard.
4. ~~Ensure safety.~~All employees should practice commonsense rules of cleanliness and comfort.
5. ~~3.~~ Wear appropriate safety apparel and/or shoes during working hours if necessary for your position.

CASUAL/DRESS-DOWN DAYS

You are allowed to dress more casually on Fridays and on days in which the City Administrator has given approval. The following guidelines must be followed on Casual/Dress-Down days:

1. Traditional ~~D~~denim jeans can be worn; however, they must be neat in appearance excluding fraying, tears, holes and/or patches.
2. ~~Denims~~ Traditional denim jeans should be worn with acceptable footwear, tops and shirts (refer to unacceptable clothing guidelines).

THEME AND TRAVEL DAYS

During the year, there could be designated "theme days" such as "Royals Day" or "Chiefs Day", on which we may all wear casual theme wear. On travel days, casual attire is allowed.

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DRESS AND GROOMING STANDARDS (CONTINUED)

UNACCEPTABLE CLOTHING

The following clothing items are not to be worn in City offices:

1. Traditional denim jeans except on casual/dress down days~~Jeans~~
2. Athletic and tennis shoes except on casual/dress down days
3. Hiking or military style shoes and boots
4. Shorts
5. Baseball caps
6. Skin-tight or form fitting pants, except when worn with a mid-thigh length top
7. Any clothing that is worn, torn, frayed, faded or has patches or holes
8. Workout attire such as sweatshirt, sweatpants, yoga pants, athletic wear, leotards, jogging suits etc.~~Sweat clothing or workout attire such as sweat shirt, sweat pants, leotards, tights and jogging suits~~
9. T-shirts or graphic t-shirts
10. Bare feet
11. Bathing suits
12. Beach-style flip flops
13. Bare midriffs
14. Low-cut shirts
15. ~~Extreme m~~Mini-skirts
16. Halter and bra tops
17. Sheer or see-through clothing that exposes one's midsection, lower chest area, upper thighs, and/or pelvic or buttock region
18. Tank tops, sleeveless or muscle shirts
19. Undergarments worn as outer garments
20. Logos, slogans and symbols on clothing or hats that may demonstrate a City preference for a particular vendor or product with the exception of the City of Grain Valley logo~~Logo clothing with the exception of the Grain Valley City logo~~

TATTOOS AND BODY PIERCING

Any visible tattoo, body markings or body piercings that are obscene, profane, unprofessional, inappropriate or objectionable must be covered or removed if overtly offensive.~~Tattoos and body piercings should not be visible in the workplace or to the public; and they must remain covered or be removed if overtly offensive.~~

FAILURE TO COMPLY

A continuing breach of this policy and the standards explicitly described within, will lead to disciplinary action up to and including termination of employment.

FOR ADDITIONAL INFORMATION	Consult with your supervisor, Department Head, and/or ~~the~~ Human Resources ~~Director~~ for additional information on what is appropriate dress.

SECTION ~~6~~7
STAFFING

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
INTRODUCTORY PERIOD	70
HOURS OF OPERATION AND SCHEDULES	71
REST AND MEAL PERIODS	73
EMPLOYMENT CLASSIFICATIONS	74
EMPLOYMENT ELIGIBILITY VERIFICATION (I-9)	75
VERIFICATION OF EMPLOYMENT	76
NEPOTISM – EMPLOYMENT OF RELATIVES	77
REHIRE OF FORMER EMPLOYEES	78

INTRODUCTORY PERIOD

INTRODUCTION	All employees of the City of Grain Valley are subject to an introductory period during the first one hundred eighty (180) days or six (6) months of employment.
PURPOSE	This introductory period allows you to become acquainted with the City of Grain Valley, the basics of the initial job assignment and fellow employees. At the same time, your supervisor and Department Head have the opportunity to evaluate your work product, career potential and working relationships.
ORIENTATION	During the introductory period, your orientation shall include introductions to all personnel in your assigned workspace; a review of this Handbook and the benefits it describes; and a thorough explanation of the expectations, duties and responsibilities of your new position. You will also be familiarized with routine procedures. You will receive a packet containing all appropriate forms and applications required to process you into the City of Grain Valley on or before your first day of employment.
COMPLETION OF INTRODUCTORY PERIOD	Upon completion of your introductory period, you will receive a formal performance evaluation. ~~At this time, you may be eligible for an increase to your pay. The amount is at the discretion of your Department Head.~~ Completion of the introductory period does not alter the at-will nature of employment, and completion of the introductory period does not guarantee employment for any period of time. As an at-will employee, either you or the City of Grain Valley may terminate your employment at any time.

HOURS OF OPERATION AND SCHEDULES

GENERAL HOURS

General hours of operation at Grain Valley City Hall are from 8 a.m. to 5 p.m., Monday through Friday.

The majority of City employees work a forty-hour (40) workweek.

VARIATIONS TO WORK SCHEDULES

There may be exceptions to the normal workweek schedule in various departments to allow for emergency and/or continuous community service need fulfillment.

The City provides utility services twenty-four (24) hours a day; therefore, one employee will always be available on a standby basis for the water/sewer department.

To protect your health and welfare, you shall not be required to work more than a maximum of sixteen (16) hours in a twenty-four (24) hour period, unless extreme ~~emergent~~ emergency circumstances require it.

POLICE DEPARTMENT

The Police Department will operate on a twenty-four (24) hour basis. Commissioned Police Department personnel will operate on a schedule that varies from a majority of City employees. This schedule will be established by the Chief of Police and can change, at any time, per the Chief's discretion.

~~**EMERGENCY EMPLOYEES**~~

~~"Emergency employees" are hired to prevent undue delay or serious interference with providing necessary public services to the Grain Valley community.~~

~~At the City Administrator's discretion, emergency personnel or emergency employees can be hired for the City of Grain Valley for a period not to exceed ninety (90) days.~~

~~**NON-EXEMPT EMPLOYEES**~~

~~"Non-exempt employees" are those individuals who are subject to the wage and hour requirements of the Fair Labor Standards Act (FLSA) and applicable state law.~~

~~Non-exempt employees must be compensated for all time worked in excess of eighty (80) hours in a two-week pay period.~~

~~*Continued on Next Page*~~

~~EXEMPT EMPLOYEES~~	~~"Exempt employees" are those individuals who are exempt from the wage and hour requirements of the FLSA and applicable state law.~~ ~~Exempt employees are not paid overtime for time worked in excess of forty (40) hours in a workweek.~~ ~~Exempt employees generally include, but are not limited to individuals employed in a bona fide executive, administrative, or professional capacity, all as defined in the FLSA, the regulations promulgated there under, and applicable state law.~~

REST AND MEAL PERIODS

REST PERIODS	Employees working full-time hours shall receive two (2) paid rest periods of fifteen (15) minutes. These rest periods occur generally once in the morning and once in the afternoon, scheduled at the discretion of the supervisor or Department Head.
MEAL PERIODS	Non-exempt employees working at least eight (8) or more consecutive hours on any day will receive an unpaid sixty (60) minute meal period as close to the middle of their shift as possible. You are to schedule your meal period as your work ~~commitment~~ schedule permits and at the discretion of the supervisor or Department Head.
WORK DURING MEAL PERIODS	Non-exempt employees may not work during their meal period without prior approval. Failure to obtain approval before working through the meal period may result in disciplinary action. ~~Moreover, you may not get compensated for this time. However, non-exempt employees who are required to work or remain at their stations during the meal break will be paid for that time.~~

EMPLOYMENT CLASSIFICATIONS

POLICY	It is the policy of the City of Grain Valley to categorize the status of employees in order to make distinctions in benefits and conditions of employment among employees and to aid in a better understanding of employment relationships with the City of Grain Valley.
EXEMPT EMPLOYEES	Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor, Department Head, and/or Human Resources with any questions or concerns regarding this status.
NON-EXEMPT EMPLOYEES	Nonexempt employees are employees whose job positions do not meet FLSA exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisors, Department Head, or Human Resources with any questions or concerns regarding this status.
FULL-TIME EMPLOYEES	"Full-time employees" are those individuals who have completed their introductory period and are hired by the City of Grain Valley to work ~~twenty-nine~~thirty (30~~29~~) hours or more per workweek on a regular basis. This definition shall apply to both "exempt" and "non-exempt" employees, as defined in this Handbook.
PART-TIME EMPLOYEES	"Part-time employees" are those individuals who have completed their introductory period and are hired by the City of Grain Valley to work less than twenty-~~eight~~ nine (~~28~~29) hours ~~or fewer~~ per workweek (and not to exceed 1500 hours per year), based on the needs of the Department or City. This definition shall apply to both "exempt" and "non-exempt" employees, as defined in this Handbook.

TEMPORARY EMPLOYEES

"Temporary employees" are those employees who are hired to work on a specific project or for a specific length of time, generally not to exceed ~~nine~~ six (~~9~~6) months~~, followed by a three (3) month break in service.~~ The exact length of employment may or may not be known on the date of hire.

Some examples of temporary employees include, but are not limited to: Interns, Seasonal Employees, or Individuals Hired as Temporary Replacements for Existing Employees on an Extended Leave of Absence.

Temporary employees may work on a full-time or part-time basis and may be classified as either exempt or non-exempt.

Temporary employees are not eligible for any other benefit programs described in this Handbook or otherwise provided by the City of Grain Valley.

EMPLOYMENT ELIGIBILITY VERIFICATION (I-9)

POLICY

The City of Grain Valley is committed to employing only individuals ~~United States citizens and aliens~~ who are authorized to work in the United States and who comply with applicable immigration and employment law.

As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the City will be required to terminate their employment immediately.~~; and does not unlawfully discriminate based on citizenship or national origin.~~

~~You are encouraged to contact the Human Resources Department if you have questions or seek more information on immigration law issues.~~

~~You may raise questions or complaints about immigration law compliance without fear of reprisal.~~

~~I-9 FORM~~

~~In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility on or before your first day of employment.~~

~~Former employees who are rehired must also complete the form if they have not completed an I-9 form or the form is no longer retained or valid. Please contact the Human Resources Department should you fall into this category.~~

~~You are also required to update information when documents are renewed or when there is a name change due to a marriage or a divorce.~~

VERIFICATION OF EMPLOYMENT

POLICY

So that the City can handle requests for job references and/or employment verification in a consistent, fair and lawful manner, all requests for official job references on behalf of the City should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the City's behalf for current or former employees.~~Verification of Employment of City of Grain Valley employees will not be provided unless the City of Grain Valley has received a formal written request for such a reference.~~

PROCEDURE

All requests must be forwarded to ~~the~~ Human Resources ~~Department~~~~Division~~.

The following information will be provided to an individual seeking an employment verification:

1. Position Title(s)
2. ~~Hire Date~~Dates of Employment
   ~~2.~~
~~3. Termination Date~~

The City of Grain Valley will provide information on salary and/or wages earned by an employee only upon receiving written consent by the employee prior to fulfilling the request.

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NEPOTISM – EMPLOYMENT OF RELATIVES

POLICY

A familial relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative in a position where the potential for favoritism or a conflict exists.

If two employees are or become related, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

In situations involving elected or appointed officials, t~~T~~he City shall not employ persons, unless the employment precedes the appointment, immediately related to an elected official of the City, appointed Commission, or Board member, during the term unless the employment precedes the election.

~~Any public officer or employee in this state who by virtue of his office or employment names or appoints to public office or employment any relative within the fourth degree, by consanguinity or affinity, shall thereby forfeit his office or employment.~~

Employees may retain employment during the term of the appointed official if the employment precedes the appointment, if not in the same department, or upon a vacancy in another department in which the employee has the skills and abilities necessary for the position.

~~APPLICABILITY~~

~~This policy applies to all regular full-time, part-time, and temporary employees.~~

~~LIST OF RELATIVES~~

~~Persons considered related family members include the following:~~

- ~~Spouse~~
- ~~Parent~~
- ~~Child~~
- ~~Brother~~
- ~~Sister~~
- ~~Stepparent~~
- ~~Stepbrother~~
- ~~Stepsister~~
- ~~Stepchild~~
- ~~Brother-in-law~~

- ~~Aunt~~
- ~~Uncle~~
- ~~Cousin~~
- ~~Niece~~
- ~~Nephew~~
- ~~Grandparent~~
- ~~Grandchild~~
- ~~Sister-in-law~~
- ~~Son-in-law~~
- ~~Daughter-in-law~~
- ~~Father-in-law~~
- ~~Mother-in-law~~
- ~~Grandmother-in-law~~
- ~~Grandfather-in-law~~
- ~~Members of the same household whether or not related, including a significant other~~

~~IF IN CONFLICT WITH POLICY~~

~~Relatives working in positions where one relative has direct or indirect control or influence over the other is in conflict with this policy.~~

~~Within a six-month period, or sooner if deemed necessary by the City due to operational reasons or concerns, one of the relatives must: (1) Be reassigned to a position not in conflict with this policy; or (2) Elect to resign.~~

REHIRE OF FORMER EMPLOYEES

INTRODUCTION	As a former employee, you may be considered for rehire if a position which matches your abilities and experience is available, and if you left the City of Grain Valley in good standing and are eligible for rehire.
ELIGIBILITY FOR REHIRE	Good standing is obtained by providing the City of Grain Valley a minimum two-week notice of intent to resign a position and have no disciplinary action counseling reports, which ~~caused the resignation~~led to the former employee's separation of employment.

SECTION ~~7~~8
COMPENSATION

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
~~COMPENSATION PLAN~~	~~80~~
WAGE AND SALARY ADMINISTRATION	82
PAY PERIODS AND PAYCHECKS	83
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~~Compensation Plan~~

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~~Introduction~~

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~~A Compensation Plan; expressed in terms of pay grades, is a listing of all classes with the corresponding wages paid to each class. The City reserves the right to deviate from the compensation plan in circumstances deemed necessary.~~

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~~Objectives~~

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~~The objective of Compensation Plan, or Pay Plan, is to:~~

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1. ~~Comply with the Equal Pay Act of 1963.~~
2. ~~Provide equal pay for equal work.~~
3. ~~Provide a pay grade for each class of positions that will allow the City of Grain Valley to recruit, train and retrain well-qualified employees.~~
4. ~~Compete in the job market with other public and private employers in the community and State.~~

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~~Pay Philosophy~~

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~~The Pay Plan must be constructed based on accurate and current compensation information, and take into account the labor market in which the City of Grain Valley must be reasonably competitive with that paid by other area employers.~~

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~~Determining Pay Ranges~~

~~Pay ranges shall be related directly to the position classification plan for the classified service and shall be determined with due consideration to:~~

~~1. Ranges of pay for other grades.~~

~~2. The relative difficulty and responsibility of work in the several grades.~~

~~3. The recruiting experience of the City.~~

~~4. The availability of employees in particular occupational categories.~~

~~5. Prevailing rates of pay for similar employment in private and other public jurisdictions in the area.~~

~~6. Employee turnover.~~

~~7. Cost-of-living adjustments (COLA).~~

~~8. The financial policies and status of the City.~~

~~The minimum and maximum rates of pay assigned to several grades shall be those, which most nearly reflect these factors.~~

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~~**Compensation Plan** (Continued)~~

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~~Authority to Establish Salaries~~

~~The Board of Aldermen have the power to establish salaries of the Mayor, Board of Aldermen, the City Administrator, and the salary ranges of all other officers and employees in the classified and unclassified service.~~

~~Classified Service~~

~~The Compensation Plan for the classified service shall include:~~

~~1. A schedule of standard salary ranges and rates of pay indicating the minimum and maximum rates of pay for each pay range.~~

~~2. A list of positions by grade, with the minimum and maximum rates of pay shown for each.~~

~~Salary Surveys~~

~~To arrive at such salaries a professional study will be utilized to consider like positions in similar jurisdictions throughout the Kansas City Metropolitan area.~~

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~~UPDATING SALARY RANGES~~

~~**Recommendations for updating the Compensation Plan are made by the City Administrator for the amendment of the plan.**~~

~~**Recommendations may be made for all grades or a specific grade.**~~

~~**Recommendations shall be submitted to the Board of Aldermen for review and approval.**~~

~~**When passed by the Board of Aldermen, these amendments shall become part of the compensation and budget plan, and shall become the current official salary schedule applicable to the respective grades as enumerated therein.**~~

~~**The salary schedule shall be used by all departments in connection with all payrolls, budget estimates, and official records, and reports relating to salaries and wages of positions in the municipal service.**~~

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WAGE AND SALARY ADMINISTRATION

APPROVAL OF WAGES AND SALARIES	Salaries or wages of all employees, except those that have been expressly prescribed by ordinance, shall be determined by the City Administrator.
SALARY ADJUSTMENTS	Salary adjustments may be given annually based on Cost of Living Adjustments ("COLA") as approved by the Board of Aldermen and/or through a Merit-based process conducted at budget time by your Department Head and the City Administrator.

~~EQUAL PAY ACT~~	~~The City of Grain Valley subscribes to federal equal pay laws.~~ ~~Individuals holding like positions are typically paid equally; differences occur in compensation based on education and experience, length of service and/or past performance appraisals.~~
EXTERNAL EQUITY	The City of Grain Valley strives to maintain salaries and benefits that will attract and retain high quality and competent people. Given the financial ability of the City of Grain Valley, we make an effort to keep employee compensation comparable to those in similar positions by those providing similar services.
~~CONFIDENTIALITY~~	~~Your compensation is not to be discussed with co-workers.~~
ADDITIONAL INFORMATION	If you have a question regarding your compensation, please see your Department Head.

PAY PERIODS AND PAYCHECKS

INTRODUCTION

Employees are paid bi-weekly or every other Friday. ~~There are two options for receiving earned compensation:~~The City requires employees to utilize direct deposit for the payment of wages. Employees who receive a paper check prior to the 2020 updated handbook may continue.

~~1. Direct Deposit~~

~~2. Paper Check~~

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DIRECT DEPOSIT

Funds will be deposited into the account(s) of your choosing.

You will receive a pay statement identifying earnings for the pay period, as well as required-by-law deductions and any elected deductions made from your pay. This information will be issued to an active email account of your choice that you will provide to Human Resources at the time of hire.

PAPER CHECK

If elected via the appropriate paperwork, you will receive a paper check for use as you choose.

This option will include a pay statement stub identifying earnings for the pay period, as well as required-by-law deductions and any elected deductions made from your pay.

~~PAYROLL ADVICE~~

~~Employee payroll advice will be given personally only to the employee, unless advance arrangements have been made in writing by the employee.~~

~~The City of Grain Valley is not responsible for your personal financial status; and any advice given will not hold the City or its employees legally responsible for your personal financial decisions or actions.~~

~~MISTAKES ON PAYCHECK~~REPORTING ERRORS AND OBTAINING MORE INFORMATION

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact the Finance Department, Human Resources, a supervisor or any other member of management.

Every report will be fully investigated, and the City will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The City complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the City, even if the reports do not reveal any errors or wrongdoing.~~If you think there has been a mistake on your paycheck, contact the Finance Department immediately for clarification.~~

PERSONAL DATA

PERSONAL DATA CHANGES

To better assist employees and/or their families in the event of personal emergencies, the City needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping, payroll and benefits related purposes. Please report any personal data changes in writing to ~~the~~ Human Resources ~~Department Division~~ within a week of the change.

Items to report include:

1. Name, email, street address or telephone change
2. Changes in dependents that affect insurance coverage (e.g., births, deaths, marital status)
3. Changes in beneficiaries
4. Emergency contacts
5. W-4 changes
6. Direct deposit information changes and/or additions
7. Additional coverage changes (e.g. ~~Cancer,~~ accidental, short-term disability, retirement)

TIME RECORDS

INTRODUCTION

Exempt and non-exempt employees are required to prepare and turn in a time sheet to payroll.

Time sheets are the official document for recording the following information:

1. Vacation Time
2. Sick Leave
3. Overtime
4. Compensatory Time
5. Time Worked
6. Holidays
7. Other Time Off

EMPLOYEE RESPONSIBILITY

You are responsible ~~to keep~~for keeping your own daily time sheet, indicating when you started and stopped working, including arrival, departure, and meal break times.

Your supervisor and/or Department Head will approve your daily time sheets prior to submitting to the payroll division in such form, as specified by the City Administrator.

Time sheets are due to the payroll division by 10:00 a.m. on the day after the applicable pay period ends.

FALSIFICATION OF PAYROLL RECORDS

Intentionally completing another person's time record, unless as directed by your supervisor and/or Department Head in emergency cases, is prohibited.

You must not submit time records that do not accurately reflect hours worked.

If you forget to sign in or out on the time sheet, notify your supervisor and/or Department Head immediately.

APPROVAL FOR CHANGES

All changes made to your time sheet must be initialed and dated by you, your supervisor, and your Department Head.

FAILURE TO COMPLY

Failure to comply with this policy will result in disciplinary action, up to and including termination of employment.

OVERTIME

POLICY

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will ~~not~~ count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor or Department Head. Working overtime without prior authorization may result in disciplinary action.~~Employees shall be eligible for overtime pay in accordance of the Fair Labor Standards Act ("FLSA").~~

REQUIRED APPROVALS

Arrangements for overtime work must be scheduled or approved by the employee's supervisor and/or Department Head. Working overtime without prior authorization may result in disciplinary action.

~~Employees are not authorized to perform work before or after their scheduled shifts or to remain at their workstations at the end of the workday without specific authorization.~~

Approved overtime must be noted by the supervisor and/or Department Head on the employee's timesheet.

OVERTIME PAY FOR NON-EXEMPT EMPLOYEES

Overtime shall be compensated for non-exempt employees in accordance with the following provisions:

1. Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
2. Overtime shall be paid at time of one and one-half (1½) of your current rate for all hours worked beyond forty (40) hours during a defined work period.
3. Overtime is considered mandatory and is to be authorized only by your supervisor and/or Department Head.
4. Hours worked during the established work period shall include all time you are actually at work and required to be on duty, or confined to a particular place at the request of the City.
5. Holidays will be counted toward hours worked when determining total hours worked for overtime purposes.
6. Vacation, sick leave, or other authorized leave shall be counted as hours worked for the purpose of calculating overtime.

OVERTIME PAY FOR COMMISSIONED, NON-EXEMPT EMPLOYEES	Overtime shall be compensated for commissioned, non-exempt employees working 12 hour shifts, at time of one and one-half (1½) for any hours worked over eighty (80) during a defined pay period. Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
NOTIFICATION OF REQUIRED OVERTIME	Reasonable advance notice of a minimum of two (2) hours shall be provided to employees whenever overtime is required by a supervisor and/or Department Head. Such notice may be waived in emergency situations affecting the health, welfare, or safety of the community.
FAILURE TO WORK REQUIRED OVERTIME	Disciplinary action may be taken against employees who, without good or sufficient reason refuse to work overtime, fail to appear when scheduled to work overtime; or fail to appear after having indicating they would work overtime.
EXEMPT EMPLOYEES	Exempt employees ~~or those employed in a bona fide executive, or professional capacity~~ shall not be eligible for overtime pay.

COMPENSATORY TIME

NON-EXEMPT EMPLOYEES	Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
RATE FOR NON-EXEMPT EMPLOYEES	An employee receives time off at their standard rate when hours do not exceed forty (40) hours in the defined work period. Hours worked which exceeds forty (40) hours in a defined work period shall receive compensatory time at a rate of one and one-half (1 ½) hours per hour worked in excess of forty (40) hours.
ACCUMULATION OF HOURS FOR NON-EXEMPT EMPLOYEES	In no case shall compensatory time be allowed to accumulate in excess of forty (40) hours, and must be taken as time off during the calendar year in which it is earned. An employee who has accrued forty (40) hours of compensatory time will receive overtime pay for any additional hours worked over the defined work period.
SCHEDULED TIME OFF	~~The City of Grain Valley will make every attempt to schedule time off in the same pay period as the period the compensatory is earned.~~ When scheduling time off, ~~It~~ it is required that compensatory time be used before vacation and/or personal time earned by and/or provided to you.
UNUSED TIME	Any unused compensatory time at the end of the calendar year will be paid to you in the last paycheck for the year in which time was earned, minus applicable taxes.
COMMISSIONED, NON-EXEMPT EMPLOYEES	Commissioned, non-exempt employees receive time off at their standard rate when hours do not exceed eighty (80) hours in the defined payroll period. Hours worked which exceeds eighty (80) hours in a defined pay period will receive compensatory time at a rate of one and one-half (1½) hours per hour worked in excess of eighty (80) hours.

ACCUMULATION OF HOURS FOR COMMISSIONED, NON-EXEMPT EMPLOYEES	In no case shall compensatory time be allowed to accumulate in excess of forty (40) hours, and must be taken as time off during the calendar year in which it is earned. An employee who has accrued forty (40) hours of compensatory time will receive overtime pay for any additional overtime hours worked.
SCHEDULED TIME OFF	The City of Grain Valley will make every attempt to schedule time off in the same pay period as the period the compensatory time is earned.
EXEMPT EMPLOYEES	Exempt employees or those employed in a bona fide executive, or professional capacity shall not be eligible for compensatory time.

ON CALL AND CALL BACK PAY

POLICY	To ensure that employees will be available to address and resolve issues that may arise, the City has instituted this on-call compensation policy to cover those nonexempt employees who may be required to be on-call and/or come back into work following their regularly scheduled shift.
ON-CALL PAY	Nonexempt on-call employees shall be paid at their normal rate of pay for any time actually worked while on-call, as specified in this policy. Employees who are not required to perform any work during their on-call shift ~~Non-exempt employees scheduled and performing on-call duty~~ shall be paid one (1) day's regular pay for each week worked on call.
CALL BACK PAY	Nonexempt employees who are called back to work shall be paid at their normal rate of pay for any time actually worked when called back after their regular working hours. ~~As a non-exempt employee, whenever you are called back to work after your regular working hours and after you have left the work site, you are guaranteed the response time to the call back at a minimum of two (2) hours.~~
OVERTIME AND COMPENSATORY TIME	Nonexempt employees will be paid any applicable overtime rate if the time actually spent carrying out assigned duties during the call-in and/or come back time qualifies as overtime hours. ~~As a non-exempt employee, if hours worked exceed forty (40) hours for the period, the minimum overtime payment, or the minimum compensatory time credit, shall be one (1) hour of work at the rate of time of one and one-half (1 ½) hours.~~

PROMOTIONS, TRANSFERS AND DEMOTIONS

PROMOTIONS AND TRANSFERS	You may be considered for available promotions or transfers if you possess and display the needed skills to handle a higher or different position.
DEMOTIONS	Department Heads may demote you for cause after notification to the City Administrator. A written statement of the reasons for any such action shall be furnished to you at least seven (7) calendar days prior to the effective date of the action. No demotions shall be made unless you are qualified for employment in the lower class.

DEDUCTIONS FROM PAY

FEDERAL AND STATE LAW REQUIREMENTS	Federal and state law requires certain deductions from your pay, which include federal, state and local withholding taxes and social security.
VOLUNTARY DEDUCTIONS	These deductions, along with any voluntary deductions (e.g., insurance premiums, 457(b) contributions, etc.), and any garnishments against your pay, will be withheld each pay period.
GARNISHMENTS	When necessary, the City of Grain Valley will, according to law, accept court ordered wage assignments and garnishments and process them in the legally prescribed manner; which involves withholding the required amount from each paycheck until the debt is paid. In the case where a garnishment is received, ~~the~~ Human Resources ~~Director~~ will inform you, in writing, of said garnishment~~ to allow you the opportunity to contact the court regarding.~~.
REPORTING IMPROPER DEDUCTIONS FROM PAY ~~(EXEMPT EMPLOYEES)~~	~~The City of Grain Valley pays exempt employees, as defined by the FLSA, a predetermined amount of compensation each pay period without deductions, with certain specific exceptions.~~ If you believe that the City of Grain Valley has improperly deducted amounts from your salary that should not have been deducted, you should immediately contact the Finance Department. If it is determined that the deduction was improper, you will be reimbursed for the deduction on your next regularly scheduled paycheck. ~~Unless you alert the City of Grain Valley to deductions that you believe are improper, the City of Grain Valley will assume that the deduction is proper.~~

~~**DEDUCTIONS FROM PAY** (CONTINUED)~~

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~~Improper Deductions for Exempt Employees~~

~~**Deductions will not be made for:**~~

~~1. **Quality or quantity of work.**~~

~~2. **Absences of less than a full workweek occasioned by the City of Grain Valley or by the operating requirements of the organization.**~~

~~3. **Absences of less than a full workweek caused by jury duty, or attendance as a witness in a judicial proceeding.**~~

~~4. **Absences of less than a full workweek caused by temporary military leave *(Please Note: the City of Grain Valley may offset against the regular salary any amount paid as military pay)*.**~~

~~5. **Partial day absences for personal reasons or because of sickness or disability.**~~

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~~Proper Deductions for Exempt Employees~~

~~**Deductions for exempt employees will be made for:**~~

~~1. **Work less than a full workweek in the initial or final two (2) weeks of employment.**~~

~~2. **Full day absences caused by sickness or disability taken in accordance with the City of Grain Valley's policies providing pay for those absences.**~~

~~3. **Full day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the City of Grain Valley's policies providing pay for those absences.**~~

~~4. **Full day absences for personal reasons other than sickness or disability.**~~

~~5. **Disciplinary suspensions of one or more full days for serious infractions of safety policies of major significance.**~~

~~6. **Disciplinary suspensions of one or more full days for infractions of workplace conduct policies including but not limited to, for example, violations of the City of Grain Valley's Non-Harassment Policy or Alcohol and Drug Policy.**~~

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PAY RATE ADJUSTMENTS

INTRODUCTION	The following personnel actions shall affect your pay status in the manner described below. All adjustments to pay will commence at the beginning of the next pay period following the approved change.
TRANSFER	When you are transferred between departments and divisions of the organization or between positions within the same grade, your salary rate can differ or can remain unchanged. This decision will be made at the discretion of the Department Head of the department of which you will be transferred.
PROMOTION TO A GRADE HAVING A HIGHER MINIMUM SALARY	When you are promoted to a position in a grade having a higher minimum salary rate, your salary rate shall be increased to the minimum wage of the job classification's pay grade, or a five percent (5%) wage increase, whichever is the greatest. Discretion can be used by the Department Head to increase the wage more than five percent (5%).
PROMOTION TO A GRADE WHERE EMPLOYEE SALARY IS HIGHER THAN THE MINIMUM	When you are promoted to a position in a higher grade~~, however,~~ but your current salary is higher than the minimum salary of the new grade, your salary shall be increased five percent (5%), not to exceed the maximum salary of the grade. Discretion can be used by the Department Head to increase the wage more than five percent (5%), so long as the rate does not exceed the maximum salary of the grade.
PERFORMANCE/ MERIT INCREASE	When you are promoted, you shall not be eligible for a merit increase for a period of one (1) year from the time of the promotion and the successful completion of the probationary period. You are eligible for COLA increases within that period, however.

TEMPORARY ASSIGNMENT TO A HIGHER LEVEL	When you are assigned temporarily to work in a regular position in a grade with a higher maximum salary than your own, you shall be compensated at the minimum rate established for the higher grade when you are performing in the higher grade for at least fifty (50%) of a normal pay period. If your salary equals or is greater than the minimum salary of the higher grade, a minimum of a five percent (5%) increase salary differential will be paid for the temporary assignment to a higher-level position. Temporary assignment is defined as assignment to a vacant position.
INVOLUNTARY DEMOTION	When you are involuntarily demoted for disciplinary or similar reasons~~,~~ from a position in one grade to a position in a grade having a lower maximum salary rate, your salary shall be reduced to be within the pay range established for the position to which you are demoted. This decision is left to the discretion of your Department Head. You shall not be eligible for promotion or a salary increase for a period of one (1) year from the time of demotion. You are eligible for COLA increases within that period, however.
VOLUNTARY DEMOTION	When you are voluntarily demoted from a position in one grade to a position in a grade having a lower pay range, your rate of pay shall be reduced as necessary to place it within the pay range assigned to the lower grade.
SALARY REDUCTION	A Department Head may request, for cause, the reduction of your salary within your assigned pay range. Such a reduction shall not exceed your salary or reductions to the minimum pay for the range (whichever is less) and shall be approved by the City Administrator.
NOTIFICATION OF PAY DEDUCTION	Notice of intention to effect a reduction in pay and the reasons for such action shall be given to you and to the City Administrator not less than thirty (30) calendar days prior to the proposed affected date of salary reduction.
~~SALARY REDUCTION FOR A PART-TIME EMPLOYEE~~	~~If you are a part-time employee, notice of intention to effect a reduction in pay and reasons for such action shall be given to you and to the City Administrator not less than five (5) calendar days prior to the effective date of salary reduction.~~

APPEAL TO THE CITY ADMINISTRATOR	You may appeal in writing to the City Administrator for a ~~hearing~~ meeting within five (5) calendar days of notice of change in salary. The City Administrator shall hear matters pertinent to the change. The City Administrator shall forward one (1) copy of the course of action she/he intends to follow to you and one (1) copy to the Department Head. If appeal to the City Administrator fails to resolve the issue, you may follow the procedures outlined herein as in any other grievance.

PAY ANNIVERSARY DATES

INTRODUCTION	The effective date of any salary increase or decrease, including COLA, shall be submitted at budget time and approved by the Board of Aldermen.
NEW HIRES/COLA INCREASE	New hires will receive the COLA increase, as approved by the Board of Aldermen.
MERIT INCREASE	The merit rate increase will be prorated depending on hire date:

January • February • March	100%
April • May • June	75%
July • August • September	50%
October • November • December	Not Eligible

SECTION ~~8~~9
BENEFITS

SECTION CONTENT

OVERVIEW This section contains the following topics:

TOPIC	SEE PAGE
BENEFITS OVERVIEW	
HEALTH AND DENTAL INSURANCE	99
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FLEXIBLE SPENDING ACCOUNTS	102
HEALTH SAVINGS ACCOUNTS	104
DISABILITY INSURANCE	105
LIFE INSURANCE	~~105~~106
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EMPLOYEE ASSISTANCE PROGRAM (EAP)	~~109~~110

Benefits Overview

INTRODUCTION

Benefit plans offered by the City of Grain Valley are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for your inspection. The City and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the City.

The City of Grain Valley reserves the right to change the benefits offered to employees.

Employees should contact Human Resources for detailed benefits information.

HEALTH AND DENTAL INSURANCE

ELIGIBILITY	The City currently offers medical and dental insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws. If you are a full time employee scheduled to work an average of ~~twenty-nine~~thirty (30~~29~~) hours or more per week, you are eligible for the City of Grain Valley's health and dental insurance on the first day of the next month following your hire date. If hire date occurs on the first day of the month, benefits are effective on the first day of the month following your hire date. Eligibility for group health insurance is determined by the plan documents.
PAYMENT OF PREMIUMS	Premium payments for health and dental coverage are determined by the Board of Aldermen. For information on these payments and your responsibility, please contact Human Resources.
DEPENDENT COVERAGE PREMIUM	When you elect dependent coverage, your portion of the dependent premium is automatically deducted, pre-tax, from your paycheck.
ENROLLMENT	Enrollment forms are to be completed no more than (5) working days after orientation. Changes to your benefit selections may be made only during open enrollment or with a qualifying event. Please ask Human Resources for instances deemed to be qualifying events.
OPTING OUT OF THE HEALTH PLAN	If you are covered through another health plan, you are not required to participate in the City's program. Proof of coverage is required upon your declining of coverage, and a copy of current proof of health insurance will be kept in your official personnel file.
LEAVE OF ABSENCE	During an authorized leave of absence with pay, insurance coverage will be continued. In the event you are authorized for leave of absence without pay, the City and you are mutually responsible for arranging for insurance coverage. At all times during your leave of absence, you are required to pay your portion of the premiums.

UPON SEPARATION FROM EMPLOYMENT	The City of Grain Valley's contributions toward your premium shall end on the last day of the month of separation (with or without cause), except as provided for in an employment or separation agreement. You are responsible for your portion of all premium payments for the remainder of the month in which your separation from employment occurs. This may result in a possible increased deduction on your final paycheck. You may be eligible and qualified to continue benefits at your expense *(see COBRA in the Employee Relations Section of this handbook).*
INCREASE IN PREMIUMS	~~*Continued on Next Page*~~ The City of Grain Valley reserves the right to ask you to pay for any increase in insurance premium or for the entire amount if deemed necessary.
NOTICE OF CHANGES	Premiums, contributions, and/or coverage are subject to change. The City of Grain Valley will provide at least thirty (30) days written notice of changes in the terms as governed by the plan documents.
PART-TIME EMPLOYEES	Part-time employees are not eligible to participate in City of Grain Valley health or dental insurance programs.
FOR ADDITIONAL INFORMATION	For more details contact ~~the~~ Human Resources ~~Department~~ ~~Division~~ or review the summary plan description.

VISION INSURANCE

ELIGIBILITY	If you are a full time employee scheduled to work an average of ~~twenty-nine~~thirty (30~~29~~) hours or more per week, you are eligible for the City of Grain Valley's ~~voluntary health and dental insurance your first day of the next month following your hire date.~~voluntary vision insurance on the first day of the next month following your hire date. Eligibility for group vision insurance is determined by the plan documents.
PAYMENT OF PREMIUMS	You are responsible for payment of the entire premium. This payment will be automatically deducted, pre-tax, from your paycheck.
ENROLLMENT	Enrollment forms are to be completed during orientation, and changes may be made only during open enrollment or with a qualifying event.
~~UPON SEPARATION FROM EMPLOYMENT~~	~~The City of Grain Valley's contributions toward your premium shall end on the last day of the month of separation (with or without cause), except as provided for in an employment or separation agreement.~~ ~~You are responsible for your portion of all premium payments for the remainder of the month in which your separation from employment occurs. This may result in a possible increased deduction on your final paycheck.~~ ~~You may be eligible and qualified to continue benefits at your expense *(see COBRA in the Employee Relations Section of this handbook).*~~
INCREASE IN PREMIUMS	The City of Grain Valley reserves the right to ask you to pay for any increase in insurance premium if deemed necessary.
NOTICE OF CHANGES	Premiums, ~~contributions,~~ and/or coverage are subject to change. The City of Grain Valley will provide a minimum of thirty (30) days written notice of changes in the terms as governed by the plan documents.
PART-TIME EMPLOYEES	Part-time employees are not eligible to participate in the City of Grain Valley vision insurance program.
FOR ADDITIONAL INFORMATION	For more details contact ~~the~~ Human Resources ~~Department~~ or review the summary plan description.

FLEXIBLE SPENDING ACCOUNTS

INTRODUCTION	You have the option to enroll in the City of Grain Valley sponsored Flexible Spending Account ("FSA") plan to utilize tax savings through pre-tax spending accounts. FSA participation enables you to make pre-tax contributions to pay for eligible covered accounts.
ENROLLMENT	Enrollment forms are to be completed no more than (5) working days after orientation. Changes to your benefit selections may be made only during open enrollment or with a qualifying event. Please ask Human Resources for instances deemed qualifying events.
PAYROLL DEDUCTIONS	Deductions for FSA contributions will begin the first applicable payroll; provided payroll deadlines are met in relation to the submission of all application forms. The amount that you choose to be placed in your FSA account(s) will be prorated to meet the deadlines of the plan year.
REIMBURSEMENTS	For those who qualify under a health FSA account, the full amount of your contribution to the FSA will be available for reimbursement on the first day of the plan year. Dependent Care FSA reimbursements will be allowed as the contributions are made. For further clarification on FSA reimbursement policy, please contact ~~the~~ Human Resources ~~Department~~.
RE-ENROLLMENT	You must re-enroll each year by completing an enrollment form during the open enrollment period.
OPEN ENROLLMENT	Open enrollment elections take effect on July 1. You will be notified of the annual open enrollment period. Contribution amounts may be changed at that time.
ACCOUNT BALANCES	FSA spending account balances not spent by the end of the plan year will be forfeited. You are strongly advised to consider plan restrictions, as well as tax implications, before enrolling.

UNPAID LEAVE OF ABSENCE	When you take an unpaid leave of absence, you may not contribute to your FSA account(s) during months in which you are not paid.
EMPLOYMENT SEPARATION	When coverage ends due to employment termination or loss of eligibility, your participation may be continued as provided by COBRA on an after-tax contribution basis. Account usage is reconciled and advance adjustments are made as necessary as part of the final check preparation.

HEALTH SAVINGS ACCOUNTS

INTRODUCTION	You have the option to enroll in the City of Grain Valley sponsored Health Savings Account ("HSA") to utilize tax savings through a pre-tax spending account in accordance with IRS' health savings account guidelines. HSA participation enables you to make pre-tax contributions to pay for eligible covered health expenses.
PAYROLL DEDUCTIONS	Deductions for HSA contributions will begin the first applicable payroll; provided payroll deadlines are met in relation to the submission of all application forms. The amount that you elect placed in your HSA account will be deducted from your paycheck and deposited into a designated account set up by the City in your name. H~~AS~~SA contribution amounts can be changed throughout the benefit plan year.
RE-ENROLLMENT	You must re-enroll each year by completing an enrollment form during the open enrollment period.
OPEN ENROLLMENT	Open enrollment elections take effect on July 1. You will be notified of the annual open enrollment period.
ACCOUNT BALANCES	HSA spending account balances not spent by the end of the plan year will be rolled over to the next plan year. When financially allowed, the City will contribute to your HSA account, when applicable. The money deposited into your account by the City in addition to your annual contribution must meet federal regulated guidelines.
UNPAID LEAVE OF ABSENCE	When you take an unpaid leave of absence, you may still contribute to your HSA account during months in which you are not paid.
EMPLOYMENT SEPARATION	When coverage ends due to employment termination or loss of eligibility, your participation may be continued as provided by COBRA on an after-tax contribution basis.

DISABILITY INSURANCE

ELIGIBILITY	Employees hired as "full-time" and are scheduled to work an average of thirty (30) hours or more per week are eligible for the City of Grain Valley's short-term and long-term disability insurance program the first day of the next month following your hire date.
PAYMENT OF THE PREMIUMS	The City of Grain Valley agrees to pay one-hundred percent (100%) of your entire short-term disability premium. You are responsible for payment of the entire long-term disability premium. This payment will be automatically deducted, pre-tax, from your paycheck.
UPON TERMINATION	Upon your termination of employment (with or without cause), the City of Grain Valley's contributions toward your premium shall end effective immediately.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the City of Grain Valley disability program.
FOR ADDITIONAL INFORMATION	Please consult with Human Resources, or refer to your insurance plan booklet, which can also be obtained by contacting Human Resources.

LIFE INSURANCE

ELIGIBILITY	Employees hired as "full-time" and are scheduled to work an average of ~~twenty-nine~~thirty (30~~29~~) hours or more per week are eligible for the City of Grain Valley's life insurance the first day of the next month following your hire date.
PAYMENT OF THE PREMIUMS	The City of Grain Valley agrees to pay one-hundred percent (100%) of your entire premium.
UPON TERMINATION	Upon your termination of employment (with or without cause), the City of Grain Valley's contributions toward your premium shall end effective immediately.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the City of Grain Valley life insurance benefit.
FOR ADDITIONAL INFORMATION	Please consult with ~~the~~ Human Resources ~~Department~~, or refer to your insurance plan booklet, which can also be obtained by contacting Human Resources.

RETIREMENT PLANS

INTRODUCTION	Employees hired as "full-time" and are scheduled to work an average of ~~twenty-nine~~thirty (30~~29~~) hours or more per week will be enrolled in the Missouri Local Government Employees Retirement System ("LAGERS") retirement plan in accordance with the terms and conditions set forth in the City of Grain Valley plan documents. The City of Grain Valley also offers optional retirement plans such as a~~n optional~~ 457(b) retirement plan and Roth IRA to ~~its~~ all full-time employees.
LAGERS	LAGERS provides that the City will contribute a defined percentage of money to a retirement plan based off of your salary type of service with the City. The City will begin contributions into this account six (6) months after your start date. You will be considered "vested" after five years of employment with the City of Grain Valley and/or another Missouri public entity participating in the LAGERS program. The City of Grain Valley LAGERS plan does not allow for contributions from employees into their account.
OPTIONAL RETIREMENT PLAN	The City of Grain Valley offers an optional 457(b) Retirement Plan to all full-time employees. This plan is based on contributions made solely by the employee and it is at their discretion to participate as well as decide on the contribution type and amounts.
FOR ADDITIONAL INFORMATION	Refer to the LAGERS and optional retirement plan information as provided by City of Grain Valley. For or additional information contact ~~the~~ Human Resources ~~Department~~.

TUITION ASSISTANCE

POLICY

Full-time employees are encouraged to take advantage of educational and vocational courses. The City recognizes this as your effort to help improve performance in your current position and to better prepare you for promotions to higher level positions in the organization.

**Please Note: The City of Grain Valley will not pay for an employee's attempt to obtain a Master's or Doctorate degree.*

APPLICATIONS

Prior to your enrollment in the course(s), applications for educational assistance are to be submitted to your Department Head and forwarded to the City Administrator for review and approval.

The institution for which you are seeking a degree must be accredited through the U.S. Department of Education. Proof of accreditation must be included in your application for educational assistance.

In reviewing an application for educational assistance, consideration will be given to all other forms of assistance you may be receiving.

REIMBURSEMENT

Upon completion of any approved course, the following reimbursement will occur based on the grade in which you receive:

- A: 100%
- B: 80%
- C: 70%
- D: 0%
- F: 0%

Please note the following regarding reimbursement:

1. Reimbursement will occur only based upon available appropriations.
2. All other expenses incurred in connection with the course are to be borne by you.
3. All courses must be scheduled on off-duty hours.

VOLUNTARY TERMINATIONS

If you voluntarily resign your employment within two (2) years of completing courses, you will be required to refund the City all school reimbursements.

If you voluntarily resign your employment within three (3) years of completing courses, you will be required to refund the City fifty percent (50%) of all reimbursements.

~~PAYROLL DEDUCTIONS~~	~~Payroll deductions for remittance of reimbursement payments will be applied against your final check in the following order:~~ ~~1. Compensatory time~~ ~~2. Personal time~~ ~~3. Vacation time~~ ~~4. Sick time~~ ~~5. Time worked~~ ~~6. Should you owe additional monies after all of the above avenues of deductions are utilized, you are required to submit payment to the City of Grain Valley for all tuition reimbursements received within five (5) business days after your final day of employment.~~
SERVICE AGREEMENT	As a condition of participation in the tuition reimbursement program, you are required to sign a service agreement. The agreement details the terms and conditions of the program.
FOR ADDITIONAL INFORMATION	For more information, contact your Department Head/Supervisor.

SERVICE AWARDS

POLICY

To celebrate service anniversaries in a meaningful way for our employees, the City of Grain Valley offers awards to employees to express our gratitude and also to provide a tangible reminder of the occasion and of the employee's contribution to the City.

ADMINISTRATION

Eligible employees must hold a permanent full-time position with the City. Full-time employees hired before January 2020, will be recognized for any part-time years of service in determining their years of service under the program. Employees will be recognized every 5th anniversary with a service pin and the corresponding payroll amount. Service pins will be uniform and the payroll amount is set forth in this policy as follows:

Years of Service	Service Pin Color	Amount
5	Sapphire Blue ~~(#20)~~	$50.00
10	Amethyst ~~(#25)~~	$100.00
15	Champagne ~~(#78)~~	$150.00
20	Emerald ~~(#30)~~	$200.00
25	Crystal ~~(#01)~~	$250.00
30	Alexandrite ~~(#95)~~	$300.00
35	Garnet ~~(#10)~~	$350.00

~~In accordance with the City's auditor's guidance, the City will no longer be issuing a gift card for the years of service program for subsequent anniversary milestones beginning in 2020.~~

~~The~~ Human Resources ~~Administrator~~ will notify the Payroll ~~Accountant~~ to issue the employee monetary years of service recognition. Employees will receive a payroll amount during their anniversary pay period.

OVERSIGHT

The City Administrator and his/her designee will oversee the program and recognize each employee with a service pin on or near the employee's anniversary.

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EMPLOYEE ASSISTANCE PROGRAM

INTRODUCTION	The City of Grain Valley will provide confidential and voluntary assistance to you and your immediate family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, childcare problems, etc.
REFERRALS	You and your family members can refer yourselves to the Employee Assistance Program ("EAP"). ~~As part of performance improvement your supervisor, Department Head and/or the Human Resources Director have the option to require you obtain services from the EAP.~~
COUNSELING SERVICES	EAP counselors are available to meet with you or your family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where you may be in need of information, a referral or suggestion may be made over the telephone.
FEE	There is no charge for you or your family to use the services of the EAP.
EMPLOYEE RESPONSIBILITY	Rehabilitation is your responsibility. ~~It is also your responsibility to seek assistance before personal problems lead to deterioration in your work performance or disciplinary action.~~
DISCIPLINARY ACTION	An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.~~Once disciplinary action has been instituted against you, subsequent use of the EAP does not exempt you from expected job performance standards or appropriate disciplinary action.~~

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CONFIDENTIALITY	All records of your use of the EAP program are confidential and no record of that referral, other than in statistical form, will be provided to or kept by the City of Grain Valley. The City of Grain Valley will not be provided with information regarding your or your family members' problem identified by the EAP or regarding the nature of the treatment recommended for you. This service will not jeopardize job security or promotional opportunities. Nothing contained herein shall prohibit you from consenting to the release of your records by the EAP provider.
CONTACT INFORMATION	The program may be reached twenty-four (24) hours a day on weekdays and weekends. Please contact ~~the~~ Human Resources ~~Department Division~~ for more information.

SECTION ~~9~~10
TIME AWAY FROM WORK

SECTION CONTENT

OVERVIEW This section contains the following topics:

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VACATION TIME

ELIGIBILITY

Full-time employees shall earn vacation time on a monthly accrual basis for each calendar month worked.

Eligible employees will begin accruing vacation time beginning the first day of the succeeding month following their date of hire. Accrued vacation time is reflected on the employee's pay stub when the last day of the pay period falls within the month it is to be accrued.

REQUEST FOR TIME OFF

Every attempt will be made to honor each request for time off. Approval by your supervisor or Department Head is based on the hardship to the City, seniority, and the number of requests for the same dates.

POLICY

Accrued monthly according to years of service[1]:

Years of Continuous Service	*Hours Accrued per Month*	*Annual Hours*	*Maximum Accumulation*
Years 0 thru 5	8 hours	96 hours	192 hours
Years 6 thru 10	10 hours	120 hours	240 hours
Years 11 thru 15	12 hours	144 hours	288 hours
16 Years or more	14 hours	168 hours	336 hours

EARNING VACATION TIME

Vacation time is earned at the end of each month ~~starting from your original employment date,~~beginning on the first day of the succeeding month following the date or hire, and may be taken as soon as it has been earned.

Vacation time is not earned during an unpaid leave of absence.

TIME ACCUMULATION AND FORFEITURE

As a full-time employee, you may accumulate or "bank" vacation for up to two (2) years time, based on your rate of accrual *(please refer to the chart above)*.

Unused vacation time above the maximum accumulative amount will be forfeited. The City of Grain Valley does not buy back or pay you for unused forfeited time.

HOLIDAY

If a holiday occurs during an approved vacation, the holiday is not counted as vacation time.

[11]Accrual in a milestone anniversary year will occur on the month following the anniversary month.

VACATION PAY	You are compensated for vacation time at your current rate of pay, not at the rate when accumulated.
ACCRUED, UNUSED VACATION PAYOUT	Accrued, unused vacation shall be paid out at the time of employment separation (with or without cause); and is subject to all taxes applicable by law. Vacation Payout does not apply for unused forfeited time.
UPON ~~SEPARATION OR~~ DEATH	Upon your death, accrued, unused current year and banked vacation time shall be paid to your designated beneficiary as outlined in your life insurance policy paid by the City.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the vacation benefit. If you move from a full-time to part-time or seasonal position, you will receive a payout of your accrued time on the paycheck to precede your status change date.
RE-EMPLOYMENT	When you are re-employed with the City, your re-hire date shall be the basis of computation of vacation time.

SICK LEAVE

POLICY

Full-time employees shall accrue sick leave at a rate of eight (8) hours per month; ninety-six (96) hours per year, for each calendar month worked.

Eligible employees will begin accruing sick time beginning the first day of the succeeding month following their date of hire. Accrued sick leave is reflected on the employee's pay stub when the last day of the pay period falls within the month it is to be accrued.

The maximum accumulated sick leave limit is nine hundred and sixty (960) hours.

Unused sick time above the maximum accumulative amount will be forfeited.

The City of Grain Valley does not buy back or pay you for unused forfeited time.

VOLUNTARY TERMINATION OR RETIREMENT

Upon resignation or retirement, eligible employees hired before July 1, 2015 shall receive, for accumulated sick leave, the following percentage pay out. ~~Upon resignation or retirement, eligible employees shall receive, for accumulated sick leave, the following percentage pay out:~~

Years of Continuous Service	*Payout Percentage*
Years: 0-5	0%
Years: 6-10	10%
Years: 11-20	25%
Years: 21 +	50%

Employees hired after July 1, 2015 shall forfeit accumulated sick leave.

PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

Part-time, temporary and seasonal employees do not earn sick leave.

If you move from a full-time to part-time or seasonal position, you will receive a payout of your accrued time on the paycheck to precede your status change date.

UNEARNED ACCRUED SICK LEAVE	Sick leave may never be taken in advance of earned time. Use of accrued sick leave for absence from duty is not a privilege at your discretion, but shall be allowed only in the event of your absence from duty during scheduled workdays, or as hereafter provided, due to illness or disability to yourself; or in case of ~~severe~~ illness in your immediate family, which necessitates your absence from employment.

~~*Continued on Next Page*~~

~~SICK LEAVE (CONTINUED)~~

LAST TWO WEEKS OF TENURE	Sick leave will not be granted during the last two (2) weeks of your tenure. Any absence during the last two (2) weeks will be charged to compensatory time, personal time, vacation or leave without pay.
NOTIFICATION TO THE DEPARTMENT HEAD OR SUPERVISOR	You must keep your supervisor or Department Head informed of your condition if the absence is more than a two (2) day duration. When you find it necessary to be absent, you shall notify your supervisor or Department Head as soon as possible, or at minimum thirty (30) minutes prior to the time scheduled for reporting to work. Notification must be in person or over the telephone. Unless the absence is reported as specified, the time off is taken without pay. Paid time off for an absence is not automatic.
MEDICAL CERTIFICATION	When sick leave is in excess of three (3) working days, or if abuse of sick leave is indicated, your supervisor or Department Head may require a signed certificate from your attending physician.
ILLNESS WHILE ON VACATION	If the illness occurs while on vacation, vacation time shall not be refunded and sick leave applied, unless such illness is certified by a physician and approved by your Department Head.
PAYROLL TIME SHEET	All absences must be appropriately recorded on your payroll time sheet along with accompanying documentation signed by your supervisor or Department Head to accurately record and maintain a sick leave record.

SICK LEAVE DONATION POLICY

POLICY

You can request sick leave donation only when the following qualifications are met:

1. You have used all of your sick, vacation, personal and compensatory time earned.
2. ~~Donation status will not be granted for military family leave.~~You must be on an approved, unpaid leave of absence.
3. ~~3.~~2. A formal request for sick leave donation is filled out at least one (1) pay period prior to your need for time; minus extenuating circumstances that would not allow for that amount of notice to be given.
4. ~~4.~~3. Only the employee's name and total amount of requested donation will be provided to donators by ~~the~~ Human Resources ~~Department~~.
5. ~~5.~~4. Each employee can use ~~five hundred~~one hundred and forty-seven (~~500~~147) hours of time given under this policy.
6. ~~6.~~5. You will be paid at your current rate of pay at the time your request is made.

DONATING SICK LEAVE

You can donate sick leave only when your own personal sick time does not fall below 80 hours after your donation.

Donations will be in four (4) hour increments.

If more time is donated then needed, the time will not be taken from you, the donating party.

PROCEDURE

The following procedure will be maintained when a request for donation is made:

Step	Action
1	A Request for Donation form is completed.
2	The completed Request for Donation form is submitted to ~~the~~ Human Resources ~~Department~~ at least one (1) pay period prior to your need for time; minus extenuating circumstances that would not allow for that amount of notice to be given.
3	~~The~~ Human Resources ~~Department~~ will send a request to employees for a donation.
4	Employees who are willing to donate time shall complete a Time Donation form.
5	Completed Time Donation forms are submitted to ~~the~~ Human Resources ~~Department~~ within five (5) business days.

6	~~The~~ Human Resources ~~Department~~ will notify the requesting employee of the total number of hours donated. **Please Note: If less time is donated than needed by the requestor, the requesting party will need to find alternative arrangements and will be required to follow absence policy guidelines.*
7	~~The~~ Human Resources ~~Department~~ will provide ~~the Finance Department's~~ Payroll ~~Division~~ with employees in which time should be taken. Time will be taken in four (4) hour increments from each employee in a rotational format.

FAMILY AND MEDICAL LEAVE (FMLA)

PURPOSE

The City of Grain Valley will grant family and medical leave in accordance with the requirements of applicable law in effect at the time the leave is granted. This policy is established in compliance with the Federal Family and Medical Leave Act of 1993 (FMLA). ~~The policy is summarized below. A copy of the full text of the policy is available from the Human Resources Department.~~

ELIGIBILITY

To be eligible for FMLA Leave benefits, employees must: ~~You are eligible to take up to 12 weeks of unpaid FMLA leave within a rolling 12-month period if you:~~

1. Have worked for the City of Grain Valley for a total of 12 months
2. Have worked at least 1,250 hours over the previous 12 months.

Note: The 12-month period will be measured backward from the date the leave was requested.

~~You are prohibited from working another job while receiving FMLA benefits from the City.~~

REASONS FOR FMLA LEAVE

When you are eligible, you may take FMLA leave for one of the following reasons:

1. The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);

2. To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);

3. An employee's inability to work because of a serious health condition (Serious Health Condition Leave);

4. A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or

5. To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

~~1. for the birth and care of your newborn child.~~
~~2. for placement with you of a son or daughter for adoption or foster care.~~
~~3. to care for a spouse, son, daughter, or parent with a serious health condition.~~
~~4. to take medical leave when you are unable to work because of a serious health condition.~~
~~5. for qualifying exigencies arising out of the fact that your spouse, son, daughter, or parent is on active duty status as a member of the National Guard or Reserves in support of a contingency operation.~~

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DEFINITIONS

"Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

"Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

"Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

"Key employee" means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

LENGTH OF LEAVE

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the City is the 12-month period measured backward from the date the leave was requested.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

INTERMITTENT OF REDUCED SCHEDULE LEAVE

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one ~~hour.~~quarter. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations. Please contact Human Resources ~~Division~~ prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the City may later require employees to obtain recertification of their need for leave. For example, the City may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

NOTICE AND CERTIFICATION

BONDING, FAMILY CARE, SERIOUS HEALTH CONDITION AND MILITARY CAREGIVER LEAVE REQUIREMENTS~~PROVIDING NOTICE~~

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the City's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources~~ Division~~. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the City in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the City's operations. Please contact Human Resources ~~Division~~ prior to scheduling planned medical treatment.

~~You are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.~~

~~If leave is foreseeable less than 30 days in advance, you must provide notice as soon as practicable – generally, either the same or next business day.~~

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~~SERVICE MEMBER FAMILY LEAVE~~RECERTIFICATIONS AFTER GRANT OF LEAVE	In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the City may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the City may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the City receives information that casts doubt upon the employee's stated reason for the absence. In addition, the City may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the City will be at the employee's expense.~~If you are the spouse, son, daughter, parent, or next of kin of a covered service member, you shall be entitled to twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member injured in active duty.~~
MILITARY EMERGENCY LEAVE REQUIREMENTS~~SPOUSAL LEAVE~~	Employees are required to provide: As much advance notice as is reasonable and practicable under the circumstances; A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from Human Resources Division. ~~Spouses employed by the City of Grain Valley are limited in the amount of family leave they may take~~ ~~1. for the birth and care of a newborn child~~ ~~2. for placement of a child for adoption or foster care~~ ~~3. to care for a parent who has a serious health condition~~ ~~to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered service member with a serious injury or illness is also used).~~

FAILURE TO PROVIDE CERTIFICATION AND TO RETURN FROM LEAVE~~INTERMITTENT LEAVE~~

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the City may presume that the employee does not plan to return to work and has voluntarily terminated their employment.~~Under some circumstances, you may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing your usual weekly or daily work schedule.~~

~~When leave is needed for planned medical treatment, you must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operation.~~

~~MEDICAL CERTIFICATION~~COMPENSATION DURING LEAVE

Generally, FMLA Leave is unpaid. However, the City will require employees to use accrued paid leave to cover all of the FMLA leave, using personal leave first, then sick leave, then vacation leave prior to any unpaid leave. The use of paid benefits will not extend the length of a FMLA Leave.~~If you request FMLA leave, you must supply appropriate medical certification from the applicable health care provider.~~

~~When you request FMLA, you will be notified of the requirement for medical certification and when it is due (generally within 15 days after the City requests medical certification).~~

~~Failure to provide requested medical certification in a timely manner may result in denial of leave until the certification is provided. The City of Grain Valley may require subsequent medical re-certification on a reasonable basis.~~

~~Continued on Next Page~~

BENEFITS DURING LEAVE

The City will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the City may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

JOB REINSTATEMENT	Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.
CONFIDENTIALITY	Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the City as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.
FRAUDULENT USE OF FMLA PROHIBITED	An employee who fraudulently obtains Family and Medical Leave from the City is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the City will take all available appropriate disciplinary action against such employee due to such fraud.
NONDISCRIMINATION	The City takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

~~FAMILY AND MEDICAL LEAVE (FMLA) (CONTINUED)~~

~~GROUP HEALTH INSURANCE~~	~~The City of Grain Valley is required to maintain group health insurance coverage for you while on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if you had continued to work.~~ ~~Arrangements will need to be made for you to pay your share of health insurance premiums while on leave.~~

~~Other Fringe Benefits~~	~~Other accumulated fringe benefits such as seniority, retirement, service credits, sick pay, vacation pay, etc., shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period.~~ ~~**You will be required to use accrued paid leave. Personal leave will be used first, then sick leave, then vacation, prior to any unpaid leave**.~~
~~Returning to Work~~	~~Upon return from FMLA leave, you must be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.~~ ~~Your use of FMLA leave cannot result in the loss of any employment benefit that you earned or was entitled to **before** using FMLA leave, nor be counted against you under a "no fault" attendance policy.~~ ~~You have no greater right to restoration or to other benefits and conditions of employment than if you had been continuously employed.~~
~~Salary Continuation~~	~~Salary continuation during any leave period shall depend upon you qualifying for disability pay under the City's Disability Leave Policy.~~

HOLIDAYS

POLICY

All regular full time employees of the City shall receive eight (8) hours compensation at their current rate for the ~~eleven~~ twelve (12~~1~~) ~~legal~~ holidays listed in this section.

All holidays must be taken in the calendar year in which they occurred.

Personal holiday may be taken after thirty days (30) of employment, and must be taken in the year it is given.

HOLIDAYS

The ~~eleven~~ twelve (12~~1~~) holidays include the following:

New Years Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving	4th Thursday in November
	4th Friday in November
Christmas Eve	December 24th
Christmas	December 25th
Personal Day	Employee Discretion with Department Head Approval

HOLIDAYS THAT FALL ON SATURDAYS OR SUNDAYS

In the event any of the above holidays fall on Saturday, the day before shall be observed as such holiday. If the holiday falls on a Sunday, the day after shall be observed as such holiday.

SICK LEAVE

Incapacity due to sick leave the day prior to or after the holiday shall not be construed as voiding this provision, although your Department Head or the City Administrator may require proof of incapacity.

PART-TIME, TEMPORARY OR SEASONAL EMPLOYEES

Part-time, temporary or seasonal employees are not eligible for paid holidays.

COMMISSIONED POLICE OFFICERS	Commissioned Police Officers shall receive eight hours pay for each recognized holiday, and shall additionally be paid time-and-one-half for all hours actually worked on any holiday.~~Commissioned Police Officers who are on a regular day off or working on a holiday will receive eight (8) hours holiday pay or eight (8) hours off at another time.~~
~~OVERTIME~~	~~Paid time off for holidays will count as hours worked for the purposes of determining overtime, unless your Department Head mandates hours worked for the support of the City services.~~ ~~*Please see Overtime section of this handbook for additional information.~~

~~ADMINISTRATIVE LEAVE~~

~~POLICY~~

~~The City Administrator may approve administrative leave with pay per his/her discretion.~~

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LEAVES OF ABSENCE

POLICY	This policy is reserved for extraordinary and unusual circumstances. Requests for leave will be considered and evaluated on an individual basis. The City Administrator may grant a leave of absence without pay for ~~a period not to exceed one (1) year~~up to 180 days. Approval or denial of such requests will be entirely at the City's discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to the City Administrator.~~Such leave shall be granted only when it is in the best interest of and will not cause undue hardship to the City.~~
RETURNING TO WORK	Upon expiration of leave without pay, you shall return to work in the position held at the time leave was granted, or to any other similar vacant position.
FAILURE TO RETURN TO WORK	Your failure, without good cause, to report promptly when leave has expired shall be considered a voluntary resignation of employment.

WORKERS' COMPENSATION

POLICY

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The City provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Employees who sustain a work-related injury or illness should inform their supervisor or Department Head immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage. ~~Any work-related accident regardless of how minor they may seem must be reported immediately to your a supervisor or Department Head.~~

This procedure must be followed whether the accident occurred on or off City of Grain Valley premises.

FAILURE TO REPORT AN ACCIDENT OR INJURY

Failure to report immediately any accident involving a work-related injury or ~~property damage~~illness ~~will~~ may result in discipline, up to and including termination of employment.

~~MEDICAL CARE~~

~~Upon your report of injury, the Incident/Injury Reporting Policy, as outlined in the City's Loss Control Manual, will be followed.~~

~~Upon direction of the medical professional contacted via the nurse line, your supervisor and/or Department Head will arrange for transportation to the proper medical care facility for treatment..~~

POST-ACCIDENT DRUG/ALCOHOL TEST

At the discretion of your Department Head, the Risk Manager or the City Administrator, you may be required to take a post-accident drug and alcohol test at the time of a work related injury and/or illness.

Should you be required to perform a post-accident drug/alcohol test, under no circumstances are you allowed to drive yourself to the medical facility performing the test.

NO DISCRIMINATION OR RETALIATION	The City of Grain Valley does not discriminate or retaliate against employees for having filed Workers' Compensation claims.
RETURN TO WORK/ LIGHT-DUTY COMPENSATION	Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work. To ensure that employees are able to perform their duties safely, the City may require individuals to undergo both post-job offer and post-employment medical examinations for certain positions or under certain circumstances. Such examinations will comply with applicable law, including the requirements of the Americans with Disabilities Act and FMLA If you are placed on light duty or part-time duty, as determined by ~~your assigned physician~~a health care provider, and you perform assigned work duties for the City of Grain Valley, your time will be recorded as actual time worked and you will be paid accordingly. If you are placed on light duty or part-time duty, as determined by ~~your assigned physician~~physician health care provider, and you choose not to perform assigned work duties for the City of Grain Valley, you will be required to take sick or vacation time. Light duty may not be available for employees working in certain positions.
LEAVES OF ABSENCE/ACCOMMODATION	Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the City's leaves of absence or reasonable accommodation policies. Employees should consult with ~~the~~ Human Resources ~~Division~~ for additional information.

~~WORKERS' COMPENSATION (CONTINUED)~~

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~~COMPENSATION~~	~~Upon eligibility, under state law, workers' compensation insurance will cover 66.7% of your hours calculated from your previous thirteen (13) weeks of pay, tax free.~~ ~~The City of Grain Valley will not compensate for the remaining 33.3% of your hours.~~ ~~Any premium payments or other payroll deductions that are taken out of your paycheck will be your responsibility to pay to the City.~~ ~~You have the option to use accumulated compensation, personal, sick, and vacation pay (in that order) to compensate for the remaining 33.3% of your net hours. Taxes will be calculated per laws related to workers' compensation.~~
ADDITIONAL INFORMATION	Further details on workers' compensation ~~are~~ is available upon request from ~~the~~ Human Resources ~~Department~~Division.

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ATTENDANCE & PUNCTUALITY

INTRODUCTION

Prompt and regular attendance is key to the efficient operation of the City of Grain Valley~~;~~ and is considered an essential function of every employee's job.

When you are absent, schedules and customer commitments fall behind, and other employees must assume added workloads. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized City business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

NOTIFICATION

Notification of an absence or tardiness should occur as soon as you know you will not be able to attend work or will be late.

In any event, if an employee is unable to report for work on any particular day, they ~~You~~ must notify ~~your~~ their supervisor or Department Head ~~by telephone or in person~~ at least thirty (30) minutes prior to the scheduled start time of your shift (unless it is impossible to do so, in which case you must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor or Department Head as soon as they learn that they will not be able to complete their scheduled shift. The City may inquire about the general reason for an absence, tardiness or early departure.

Failure to ~~do so could~~provide the notification required by this Policy may result in disciplinary action up to and including termination of employment.

EMPLOYEE RESPONSIBILITY

Except in cases of emergency, you are responsible for reporting unscheduled absences yourself rather than having family or friends do so for you.

You must speak to your supervisor or Department Head to properly notify the City of your absence.

ABSENCES EXTENDING MORE THAN ONE DAY	Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.~~You are expected to maintain contact with your supervisor or Department Head during all absences that extend beyond one (1) day, except in cases where you have provided medical certification covering a specific period.~~ ~~The frequency of contacts during an absence shall be agreed upon between you and your supervisor Department Head.~~
ABSENCES IN EXCESS OF THREE (3) CONSECUTIVE DAYS	Any absence in excess of three (3) or more days may require a doctor's release to return to work. ~~Consecutive day's absences are counted as one absence.~~

~~*Continued on Next Page*~~

EXCESSIVE ABSENTEEISM & TARDINESS

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation and sick leave;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the City as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the City will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor, Department Head, or Human Resources of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor, Department Head, or Human Resources. The City will investigate the situation and any errors will be corrected.

NO CALL/NO SHOW	An employee's failure to report for work without any notification (No Call/No Show) Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. An employee who fails to report for work without any notification to their supervisor or Department Head will be subject to disciplinary action, up to and including termination, on the first occasion of any such absence. An employee who fails to report for work without any notification to their supervisor or Department Head and whose absence continues for a period of two (2) days will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.
UNEXCUSED ABSENCE	An unexcused absence for non-exempt employees is defined as any time off from a regularly scheduled shift that has not been approved seventy-two (72) hours in advance as an excused absence. Consecutive day's absences are counted as one absence.
ADDITIONAL INFORMATION	Employees should contact ~~the~~ Human Resources ~~Division~~ with any questions about this Policy.

~~ATTENDANCE (CONTINUED)~~

~~HOSPITALIZATION OR ABSENCE OF FIVE (5) CONSECUTIVE DAYS~~	~~**Following hospitalization or absence of five (5) consecutive days or more because of illness or injury, written documentation from the attending physician that you are able to return to work and resume your duties will be required before you will be allowed to return to work.**~~ ~~**You will be responsible for any charges made by the physician for this documentation.**~~

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~~Failure to Comply~~

~~**Frequent unexcused absences or tardiness will not be tolerated and will result in discipline, up to and including termination of employment.**~~

~~**In addition, attendance is a measure of overall performance. Poor attendance or excessive tardiness will affect your annual performance review.**~~

~~Excessive Absenteeism~~

~~Absenteeism~~

~~**Three (3) absences in a ninety (90) day period, or a consistent pattern of absences, will be considered excessive, and the reasons for the absences may come under question.**~~

~~Tardiness~~

~~**Three (3) occasions of tardiness in a ninety (90) day period will be considered a "tardiness pattern" and will carry the same weight as an absence.**~~

~~**Other factors, such as the degree of lateness or leaving early will result in discipline, up to and including termination of employment.**~~

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~~Unexcused Absence~~

~~**An unexcused absence for non-exempt employees is defined as any time off from a regularly scheduled shift that has not been approved seventy-two (72) hours in advance as an excused absence.**~~

~~**Consecutive day's absences are counted as one absence.**~~

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~~No Call/No Show~~

~~Introduction~~	~~Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter.~~
~~Disciplinary Action~~	~~The first instance of a no call/no show will result in a final written warning.~~ ~~The second separate offense may result in termination of employment with no additional disciplinary steps.~~ ~~If you have already begun the step discipline process for attendance or punctuality, and/or any other disciplinary issues, when a no call/no show occurs the disciplinary process may be accelerated to the final step.~~
~~Job Abandonment~~	~~Any no call/no show lasting two (2) consecutive days is considered job abandonment and will result in immediate acceptance of voluntary resignation of your employment.~~
~~Extenuating Circumstances~~	~~Management may consider extenuating circumstances when determining discipline for a no call/no show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.~~

FUNERAL LEAVE

POLICY

The City of Grain Valley understands that you may desire to take time off in the event of a death of a family member. As such, the City of Grain Valley may grant you up to five (5) business days with pay to attend the funeral of an immediate family member; and up to three (3) business days with pay to attend the funeral of an extended family member.

IMMEDIATE FAMILY MEMBERS

Immediate family of the employee includes:

- Spouse/Partner
- Children/Stepchildren (including In-Laws)
- Parents/Stepparents (including In-Laws)
- ~~In-laws~~
- Siblings (including stepbrothers/stepsisters)
- Grandparents
- Grandchildren

EXTENDED FAMILY MEMBERS

Extended family of the employee includes:

- ~~Grandparents~~
- ~~Grandchildren~~
- Aunts/Uncles
- Cousins
- Nieces/Nephews
- Brothers/Sisters In-Law

~~DEATH OF A RELATIVE OR A FRIEND~~

~~In the case of the death of a relative (not a member of the immediate or extended family) or a friend, accrued paid leave or time off without pay may be granted with supervisor or Department Head approval.~~

~~EXTENSIONS~~

~~Under certain circumstances, a Department Head may approve an extension of the leave if the circumstances indicate that such special consideration is warranted.~~

MILITARY LEAVE

POLICY

A military leave of absence will be granted to employees who are absent from work because of service in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA") and applicable state laws.

The City provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

ADVANCE NOTICE

Advance notice of military service is required, preferably in writing, unless military necessity prevents such notice or it is otherwise impossible or unreasonable ~~.~~(which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor or Department Head with as much advance notice as possible of any anticipated leave of absence for military service.

PAY

If you are required to fulfill an annual military service obligation, you will be granted time off, and the City of Grain Valley shall pay the difference in wages between the active duty pay and your regular income for a period of up to one-hundred twenty (120) hours.

VACATION AND COMPENSATORY TIME	When on a military leave of absence, you may use any available personal time, vacation time or compensatory time for the absence.
HEALTHCARE CONTINUATION	Accrued, unused vacation or leave will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.~~When you are performing military duty of more than thirty (30) days, you may elect to continue employer sponsored health care for up to twenty (24) months; however, you may be required to pay the full premium.~~ ~~For military services of less than thirty-one (31) days, health care coverage is provided as if you had remained employed.~~ ~~Benefit accruals, such as vacation or holiday benefits, continue during the leave.~~

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~~MILITARY LEAVE (CONTINUED)~~

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REINSTATEMENT

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the City will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

~~If you are on military leave for up to thirty (30) days, you are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time.~~

~~If you are on a longer military leave, you must apply for reinstatement in accordance with USERRA and all applicable state laws.~~

~~When you return from military leave, you will be placed in the position you would have attained had you remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA and applicable state laws.~~

~~You will be treated as though you were continuously employed for purposes of determining benefits based on length of service.~~

FOR ADDITIONAL INFORMATION	Contact ~~the~~ Human Resources ~~Department~~ for more information or questions about military leave.

JURY DUTY & WITNESS DUTY LEAVE

POLICY	You shall be given the necessary time off without loss of pay when: 1. Performing jury duty. 2. Appearing in court as a witness in answer to a subpoena. 3. In an official capacity in connection with the City. 4. As an expert witness either for professional or observed knowledge.
NOTIFICATION	When you receive a subpoena, summons, or other n~~N~~otice t~~T~~o s~~S~~erve, you must immediately notify your supervisor and/or Department Head and provide them a copy of such notification.
PAY	During such time away from the City, you will be paid at your regular salary or wages.
RETURN TO WORK	You are to return to work the same day that you are not selected to serve on a jury, if the remaining time in the workday equals four (4) or more hours. You may be required to provide verification of jury duty or witness service from the court clerk.

VOTING TIME

INTRODUCTION	For Federal, State, and Municipal elections, you are encouraged to exercise your right to vote.
REQUESTING TIME TO VOTE	Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If an employee does not have sufficient time to vote, however, that employee should discuss the matter with a supervisor to request time off to vote prior to the day of the election. The City will comply with all applicable state and municipal voting time laws.~~If you do not have sufficient time outside your regular work shift, you may use one (1) hour of paid time to vote at the beginning or end of your work shift *(RSMo 115.639)*.~~ ~~You must receive prior approval and schedule voting time off with your supervisor or Department Head.~~

SECTION ~~10~~11
EMPLOYEE RELATIONS

SECTION CONTENT

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POSITION (JOB) DESCRIPTIONS

INTRODUCTION	Each classified position with the City of Grain Valley shall have a job description. The City Administrator and Department Head related to the position will review and approve all job descriptions
DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITY	Supervisors and Department Heads are the most qualified source for defining job content, and are responsible for aiding in the ~~writing~~ drafting of the position descriptions.
EMPLOYEE RESPONSIBILITY	In conjunction ~~to~~ with annual performance reviews, ~~you~~ employees may be asked to participate in the preparation and updating of ~~your~~ their job descriptions to reflect current duties and responsibilities.
CONTENT	Job descriptions contain: 1. Job Summary - general view of the position. 2. Essential Functions - the overall accountability for a function. 3. Qualifications - the minimum requirements a person needs in order to perform the job; skills, knowledge and abilities. 4. Supervisor Roles (if applicable) 5. Environmental Conditions - the location, weather, and physical requirements. 6. Essential Physical Activities - physical obligations to perform the job.

ACCESS TO PERSONNEL FILES

INTRODUCTION

You may request and receive a copy of anything in your file that has been signed by you.

Contact ~~the~~ Human Resources ~~Department~~ Division if you wish to review your personnel file or to make copies of documents signed by you.

CONFIDENTIALITY

Only authorized supervisors, Department Heads, and Human Resources have access to an employee's personnel file. However, the City will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.~~The City of Grain Valley will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the City of Grain Valley.~~

~~These include:~~

~~Responses to subpoenas, court orders, or orders of administrative agencies.~~
~~In a lawsuit in which you and/or the City of Grain Valley are parties.~~
~~To administer employee benefit plans.~~
~~To a health care provider during a medical emergency.~~

PERFORMANCE REVIEWS

Authorized supervisors, ~~or~~ Department Heads, and Human Resources generally have~~s~~ access to performance reviews in your file if a promotion, transfer, or other change in employment status is contingent upon job and performance-related information. Access is also allowed to authorized supervisors, ~~or~~ Department Heads, or Human Resources if disciplinary action is being taken.

PERFORMANCE MANAGEMENT

INTRODUCTION	The continued growth and success of our City depends on ~~your~~ its employees. ~~performance.~~ As such, Employees are evaluated regularly based on attendance, punctuality, work performance, and conduct. Performance reviews are generally scheduled twice a year, mid-year and annually. The City may also schedule performance reviews at other times in the City's discretion (including after a probationary period). However, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.~~You are evaluated regularly based on your attendance, punctuality, work performance, and conduct.~~ The performance review ~~allows~~ provides ~~you~~ employees a forum in which to discuss with ~~your~~ their supervisor or Department Head ~~your~~ their accomplishments, performance standards, opportunities for improvement, and the development of goals.
PERFORMANCE COUNSELING	Performance counseling should be an ongoing process over the course of employment with the City of Grain Valley.
~~INFORMAL PERFORMANCE REVIEWS~~	~~Informal performance reviews may be conducted at such times as may be desirable throughout the year.~~
~~INTRODUCTORY PERIOD~~	~~Your performance will be evaluated one hundred eighty (180) days after your employment begins and annually thereafter.~~
WAGE ADJUSTMENTS	Performance reviews do not automatically result in a wage adjustment or promotion. These decisions are made at the discretion of the City and depend on a number of factors in addition to an employee's individual performance.

SUGGESTIONS FOR IMPROVEMENTS

INTRODUCTION	The City of Grain Valley values the input of its employees. We are always open to improving products, services, processes, and environmental conditions and both encourage and welcome the input of our employees.
PROCESS	If you have a suggestion for improvement, please bring it to the attention of your supervisor or Department Head.

CORRECTIVE ACTION

GUIDELINE

Although employment may be terminated at-will by either the employee or the City at any time, without following any formal system of discipline or warning, the City may exercise discretion to utilize forms of discipline that are less severe than termination. Disciplinary action cannot be administered according to an absolute set of rules; decisions must be made based on the facts of each case. As such, the City may utilize forms of discipline that include but are not limited to verbal and written warnings, demotions, suspensions, or termination. ~~In many cases disciplinary action is not intended to punish you, but to bring your performance up to expectations.~~

AT WILL EMPLOYMENT

Nothing in this policy is intended to alter your at-will employment status or the City of Grain Valley's right to apply any form of discipline, including termination, which is deemed reasonable and appropriate under the circumstances.

~~STEPS IN~~ CORRECTIVE ACTION PROCESS

Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The City reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation. ~~Disciplinary action will be taken in the following progressive order, except in cases where in the judgment of supervisory personnel circumstances warrant the administering of immediate and more severe corrective action, including dismissal.~~

1. Verbal Notice
2. Written Notice
3. Counseling and Probation that may lead to one or more of the following:
    a. Suspension Without Pay
    b. Demotion
    c. Dismissal

The type of corrective action will be determined by the nature, severity, and effect of the problem, by the type and frequency of previous problems, by the period of time elapsed since a previous problem, and by any circumstances relevant to the problem.

ACTION	ACTION DESCRIPTION

VERBAL NOTICE	A meeting between you and your immediate supervisor should be arranged during which your Supervisor should explain in detail the reasons for the verbal notice. Your supervisor should state the problem, listen to your response, and encourage you to make suggestions for correcting the problem. The meeting should end with a plan of action for correcting the problem.
WRITTEN NOTICE	If, in the judgment of a supervisor, a verbal notice does not correct the problem, a written notice may be given to you. This notice should describe the problem and the action required to correct it. You should be given an opportunity to discuss the notice with the supervisor and should be advised of the right to make a written reply. Copies of the notice and the employee's reply should be placed in the employee's file, both in the employing department and in Human Resources.
WRITTEN COUNSELING & PERFORMANCE IMPROVEMENT PLAN	You may be placed on a Performance Improvement Plan ("PIP") for a period up to twelve (12) months when in the judgment of your supervisor such action is warranted because of unsatisfactory work performance or behavior. During the probation period you and your supervisor should meet at regularly scheduled times to discuss your progress in meeting expectations. These meetings should be followed by a written summary prepared by your supervisor, addressed to you and signed by your supervisor. Special rules of employment apply to employees on a PIP An employee on a PIP is ineligible for promotion or for a salary increase. An employee on a PIP is not eligible for transfer. An employee may be placed on a PIP upon returning to work after a suspension without pay, provided the employee was notified of the probation when the suspension was imposed.

VOLUNTARY RESIGNATION

INTRODUCTION	An employee who chooses to leave their employment with the City of Grain Valley voluntarily resigns from the City of Grain Valley.
~~LETTER~~ NOTICE OF RESIGNATION	The City requests Employees submit a~~A~~ written letter of resignation ~~is required to be submitted~~ to ~~your~~ their Department Head at least two (2) weeks in advance stating the expected final date of employment.
~~RIGHT OF APPROVAL~~DISCRETION OF CITY	The City of Grain Valley reserves the right ~~of approval of~~to determine an employee's ~~your~~ final date of employment. At the City of Grain Valley's discretion, you may be asked to leave the facility immediately and forego the notice.
FINAL WEEK/DAYS OF EMPLOYMENT	It is expected that during your final weeks, you will complete all assigned work possible and cooperate in an orderly transition of unfinished projects.

LAYOFFS/REDUCTION IN FORCE

INTRODUCTION	The City Administrator shall direct layoff procedures to be implemented when positions are abolished due to lack of work; lack of funds; or reorganization. The City Administrator shall determine and prepare a layoff plan that shall include the number and kind of positions affected, and institute abolishment of the positions.
EXISTING VACANCIES	If you are laid off, the City Administrator may appoint you to any existing vacancy in a lower class for which you are qualified.
DEPARTMENT HEAD PARTICIPATION	Department Heads may recommend separating you without prejudice because of lack of funds or curtailment of work. In most cases, the Department Head shall give notice of at least ten (10) working days.
TEMPORARY AND PART-TIME EMPLOYEES	When reducing staff, temporary employees shall be separated before part-time employees, and part-time employees before regular, full-time employees. Such termination will be reflected in your personnel file, and will not reflect negatively on your work record.
PROBATIONARY EMPLOYEES	An employee on probation status as a result of a promotion is considered a full-time employee for the purpose of layoffs.
CLASSIFIED POSITIONS	Whenever a classified position is abolished or reduction in force becomes necessary, layoffs shall be accomplished in the following manner: 1. The Department Heads and City Administrator shall determine criteria; including, but not limited to, attendance, performance reviews, provisional or probationary status, departmental demands and forecasts. 2. The Department Heads and City Administrator will consider such factors in determining who is reserved by such items including, but not limited to, an individual's total service with the City, special skills or abilities, and ability to perform other duties within the City.

REHIRES

The City Administrator may rehire for an affected position based on criteria; including, but not limited to, special skills or abilities, the ability to perform multiple duties, attendance prior to the layoff, previous performance reviews, employment status, departmental demands and forecasts.

If you are rehired within a twelve (12) month period, you shall be reinstated and credited for previous employment for the purpose of computing vacation and other benefits.

If you are rehired after twelve (12) months, you will start computing vacation leave, sick leave, and other benefits in the same manner as a new employee.

~~OUTSTANDING DEBTS~~

~~Any employee affected by the layoff and who is owing money or debt to the City at the time of separation shall have all of the debt paid before receiving a final check.~~

~~*Please Note: This excludes the education reimbursement provision.*~~

EXIT INTERVIEW

INTRODUCTION	We are interested in obtaining information, impressions, and constructive comments concerning the City of Grain Valley.
EMPLOYEE RESPONSIBILITY	When you resign, you may be asked to participate in an exit interview with ~~the~~ Human Resources ~~Department~~~~Division~~, City Administrator, or Elected Officials. Your comments will assist us in directing our management staff and business efforts for the future. You will be required to turn in all City of Grain Valley property at this time.
CITY OF GRAIN VALLEY RESPONSIBILITY	You will receive important information regarding your last paycheck, COBRA benefits, etc.

UNEMPLOYMENT COMPENSATION

INTRODUCTION	The City of Grain Valley contributes to the Unemployment Compensation Insurance Plan, which provides income to eligible unemployed individuals.
ELIGIBILITY AND BENEFITS	You must satisfy the statutory eligibility requirements to receive benefits. The State Division of Employment Security determines your eligibility as well as the amount and duration of the benefits. These benefits are based on your average monthly salary or wages during a specified period of time.

HEALTH INSURANCE CONTINUATION (COBRA)

~~INTRODUCTION~~POLICY

The City of Grain Valley is subject to the federal law known as the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Under COBRA, the City of Grain Valley must permit qualified beneficiaries to elect to continue group health coverage when certain qualifying events occur that cause the loss of group health coverage.

Upon the separation of your employment, you will receive important information regarding your eligibility for benefits under COBRA. For more information, you should contact ~~the~~ Human Resources ~~Division~~, or review the notice you received when you first enrolled in the plan or the Summary Plan Description for a full explanation.

~~DEFINITIONS~~

~~Definitions - Terms used in this policy have the following meanings:~~

~~1. Qualified beneficiaries are employees, their current and former spouses, and dependents that are enrolled in City's group health care plan on the day before qualifying events occur.~~

~~2. Assistance eligible individuals are qualified beneficiaries who lose group health coverage due to employee's involuntary employment termination between Sept. 1, 2008, and Feb. 28, 2010, and are eligible for COBRA continuation coverage during that period.~~

~~QUALIFYING EVENTS AND LENGTH OF COBRA~~

~~Qualified beneficiaries losing group health coverage because of your voluntary employment termination, involuntary employment termination; except for termination for gross misconduct, or reduction in working hours, can elect up to eighteen (18) months of COBRA continuation coverage.~~

~~If qualified beneficiaries become disabled during the first sixty (60) days after electing COBRA continuation coverage, disabled qualified beneficiaries and their nondisabled family members can elect up to an additional eleven (11) months of COBRA continuation coverage for a total of twenty-nine (29) months.~~

~~If certain other qualifying events occur after qualified beneficiaries elect eighteen (18) months of COBRA continuation coverage, they can elect to extend COBRA continuation coverage up to thirty-six (36) months.~~

~~Spouses and Dependents Losing Group Health Coverage~~	~~Your current and former spouse and dependents losing group health coverage because of your death, divorce or legal separation, loss of dependent status, or employee enrollment in Medicare can elect up to thirty-six (36) months of COBRA continuation coverage.~~

~~*Continued on Next Page*~~

~~Health Insurance Continuation (COBRA) (Continued)~~

~~Assistance Eligible Individuals~~	~~Assistance eligible individuals can elect COBRA continuation coverage until the earliest of the date:~~ ~~1. You are eligible for coverage under another group health plan.~~ ~~2. You are eligible for Medicare.~~ ~~3. Fifteen (15) months after the first day of the month you receive COBRA premium assistance.~~ ~~4. The maximum COBRA continuation coverage periods are exhausted.~~ ~~5. Following the end of required COBRA continuation coverage if coverage is elected.~~
~~Premiums~~	~~Qualified beneficiaries, except for assistance eligible individuals, who elect COBRA continuation coverage, must pay the full cost of the premium the employer pays for group health care for similarly situated active employees, plus three (3) percent for administrative expenses.~~ ~~If qualified beneficiaries elect the eleven (11) months of disability extension coverage, they must pay one hundred fifty (150) percent of Employer's group premium.~~
~~Termination~~	~~The City of Grain Valley may terminate COBRA continuation coverage when qualified beneficiaries reach the end of maximum COBRA continuation coverage periods, fail to pay required premiums on time, obtain coverage under other group health plans, or enroll in Medicare, whichever first occurs.~~ ~~An employer may terminate COBRA continuation coverage when assistance eligible individuals reach the end of maximum COBRA continuation coverage periods, fail to pay required premiums on time, or are eligible for coverage under other group health plans or Medicare, whichever first occurs.~~

~~*Continued on Next Page*~~

~~HEALTH INSURANCE CONTINUATION (COBRA) (CONTINUED)~~

~~ADDITIONAL INFORMATION~~	~~This policy is only a brief summary of the COBRA provisions and does not fully explain all requirements.~~ ~~You should read the notice you received when you first enrolled in the plan or the Summary Plan Description for a full explanation.~~ ~~Copies of the notice and Summary Plan Description can be obtained from the Human Resources Department.~~

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RECEIPT OF CITY OF GRAIN VALLEY EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Grain Valley Employee Handbook. I understand that the Handbook sets forth the expectations of my employment with the City of Grain Valley, and I also understand that I am expected to read and understand what this Handbook says.

I understand the City has provided me various alternative channels to raise concerns of violations of this handbook and City policies and encourages me to do so promptly so that the City may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law.

Furthermore, I understand that I am encouraged to contact my Supervisor or Department Head ay time I have questions or am uncertain about any policy or procedure contained in this Handbook.

_____

PRINTED EMPLOYEE NAME

_____

SIGNED EMPLOYEE NAME DATE

2020

CITY OF GRAIN VALLEY

EMPLOYEE HANDBOOK

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WELCOME TO THE CITY OF GRAIN VALLEY!

We are excited to have you as part of our team. You were hired because we believe that you have the knowledge, skills, abilities, and character to contribute to the success of our City and share our commitment to being the best community in the Kansas City metropolitan area.

At the City of Grain Valley, we strive to provide the highest level of service to our residents, businesses, and visitors. The primary goal of the City of Grain Valley, and yours as one of its employees, is to live up to our mission statement in everything we do. We can only achieve this through hard work and commitment from every employee. You and every other employee are essential to our success in that endeavor.

We know that joining a new organization requires some adjustment; you will meet new people, work in different surroundings, and need to become familiar with new policies, procedures, practices and benefits. This employee handbook contains the key policies, goals, benefits, and expectations of the City of Grain Valley. You should use it as a ready reference as you pursue your career with us.

Welcome aboard! We look forward to working with you and wish you continued success.

DRAFT

PURPOSE OF EMPLOYEE HANDBOOK

This Handbook has been provided to communicate general policies and practices at the City of Grain Valley. While we follow the policies set out in this Handbook, the City of Grain Valley reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Handbook does not constitute a contract for employment or a guarantee of continued employment for any employee, and the policies shall apply to all City positions including management positions, unless otherwise specifically provided for. Except where some other standard is established under a collective bargaining agreement or individual employment contract, there is nothing in this Handbook or any other policy or communication that changes the fact that you are an "at will" employee.

This Handbook supersedes all previously published Employee Handbooks. Not all of the City of Grain Valley's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. It is your responsibility to read and understand all of the information contained in this Handbook. Any questions or concerns about this Employee Handbook or any other policy or procedure should be directed to your supervisor, Department Head, or Human Resources. The City Administrator shall be charged with the responsibility for the administration of these policies and procedures.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by the Constitution of the State of Missouri.

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MISSION STATEMENT

MISSION STATEMENT	The mission of the City of Grain Valley is to provide residents, businesses and visitors with the highest level of service by providing professional municipal management in the areas of Public Safety, Parks & Recreation, Community and Economic Development, Water, Sewer, Transportation and the Stewardship of Public Funds.

DRAFT

OPEN DOOR POLICY

OPEN DOOR POLICY

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We all recognize that the accumulation of unspoken, unanswered problems, grievances, complaints and questions can result in dissatisfaction and can affect the work environment. It is to everyone's advantage to bring these matters out in the open.

COMPLAINT PROCEDURE

If you have a suggestion, problem, or complaint, please review it with your supervisor, Department Head, or Human Resources at the earliest possible time.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some City policies, such as the Equal Employment Opportunity Policy, and other policies prohibiting discrimination, harassment, and retaliation contain specific reporting procedures that should be followed. Employees should utilize this Open Door policy for reports and ideas that are not addressed through the City's specific reporting procedures.

DRAFT

EMPLOYMENT AT WILL

DEFINITION

Your employment with the City of Grain Valley is on an "at will" basis, except where some other standard is established under a collective bargaining agreement or individual employment contract, signed by the Mayor.

This means that your employment is for an indefinite period of time and may be terminated by you or the City of Grain Valley at any time, for any reason or for no reason, with or without cause or notice by the employee or by the City.

NOT AN EMPLOYMENT CONTRACT

Neither this Handbook nor any other City of Grain Valley communication, unless specified as an employment contract or agreement, creates an employment contract or limits the right to terminate at-will.

No employee rights are conferred upon the City of Grain Valley by this Handbook; and its contents should not give rise and legitimize expectations of continued employment.

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COLLECTIVE BARGAINING AGREEMENTS

REPRESENTED EMPLOYEES

Certain City employees are represented by a labor organization. For these represented groups (known as "bargaining units"), the City will endeavor in good faith to establish a collective bargaining agreement with the relevant labor organization. Where a collective bargaining agreement is in effect, it will serve as the primary source for establishing wages, benefits, and terms or conditions of employment for the individuals employed within the bargaining unit.

CONFLICTING PROVISIONS INVALID

If there is any conflict between this Handbook and a collective bargaining agreement, the provisions of the collective bargaining agreement will be controlling. If this Handbook provides greater or lesser benefits, or more or less favorable terms or conditions of employment than appear in a collective bargaining agreement, the differing provisions of this Handbook shall be inapplicable to employees in the bargaining unit, and the collective bargaining agreement will be controlling. However, to the extent provisions of this Handbook address topics not covered in a collective bargaining agreement, or provide further details about matters that are addressed in a collective bargaining agreement without creating any conflict, the provisions of this Handbook shall apply to represented employees on the same basis as they apply to all other City employees.

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SECTION 2
COMMITMENT TO DIVERSITY

TOPIC	SEE PAGE
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SEXUAL AND OTHER UNLAWFUL HARASSMENT	14
DISABILITY AND ACCOMMODATION	19
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EQUAL EMPLOYMENT OPPORTUNITY

INTRODUCTION	The City of Grain Valley is an equal opportunity employer committed to creating and maintaining a positive, productive work environment in which all employees are treated with dignity and respect, and have an equal opportunity to succeed.
POLICY	It is the City of Grain Valley's policy to prohibit discrimination and provide equal employment opportunities to all employees and applicants for employment without regard to any individual's legally-recognized status, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.
TERMS & CONDITIONS OF EMPLOYMENT	This policy applies to all terms and conditions of employment including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, job-related training, and compensation.

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COMPLAINT PROCEDURE

Any employee who believes they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, or any third party, including any vendor, sub-contractor, or customer, in violation of the foregoing policies, or who is aware of such harassment, discrimination of or retaliation against others, should immediately provide a written or verbal report to their supervisor, Department Head, or Human Resources to report such incidents. After a report is received, a thorough and objective investigation will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The City expects all employees to fully cooperate with any investigation conducted by the City into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other City policies, and during the investigation, to keep matters related to the investigation confidential.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination, or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

PROTECTION AGAINST RETALIATION

Retaliation is prohibited against any person by another employee or by the City of Grain Valley for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to their supervisor, Department Head, or to Human Resources. Employees can contact Human Resources to report such incidents. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

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SEXUAL AND OTHER UNLAWFUL HARASSMENT

POLICY

The City of Grain Valley is committed to providing a work environment that is free of prohibited harassment. As a result, the City maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

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DEFINITION OF SEXUAL HARASSMENT

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

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OTHER TYPES OF HARASSMENT

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

EMPLOYEE AND THIRD PARTY HARASSMENT

The City's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of the City, including supervisors, Department Heads, and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, visitors, or any other individuals with whom you come in contact during the course of performing your duties for the City of Grain Valley. If such harassment occurs in the workplace by someone not employed by the City, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), and City owned/controlled property.

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REPORTING HARASSMENT

Any applicant or employee who believes they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, Department Head, agent, vendor, customer or other third party, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the City, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to any supervisor, Department Head, or to Human Resources. Employees are not required to report any prohibited conduct to a supervisor who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

INVESTIGATION AND RESPONSE

After a report is received, a thorough and objective investigation will promptly be undertaken. The City of Grain Valley will designate the person to lead the investigation. Depending on circumstances, the designated individual may be Human Resources, the City Administrator, or a third party.

The City of Grain Valley will take the necessary time to review and investigate your concerns. The investigation will be completed and a determination made and communicated to the employee as soon as practical. Any inquires about the status of your complaint should be directed to Human Resources

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the City may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

CONFIDENTIALITY

Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis.

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MANAGER'S RESPONSIBILITY

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to Human Resources so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

PROTECTION AGAINST RETALIATION

Retaliation is prohibited against any person by another employee or by the City of Grain Valley for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern to any supervisor, Department Head, or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the City may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

GOOD FAITH

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. If it is determined, after investigating any complaint of harassment or unlawful discrimination, that the complaint was not made in good faith, or that an employee intentionally or recklessly provides false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

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DISABILITY AND ACCOMMODATION

POLICY

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the City of Grain Valley will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

REASONABLE ACCOMMODATION

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the City receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The City will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the City and/or a direct threat to the health and/or safety of the individual or others, the City will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective.

The City will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

MEDICAL INFORMATION

Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

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RELIGIOUS ACCOMMODATION

POLICY

The City of Grain Valley will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the City.

The City has developed an accommodation process to assist employees, supervisors, and Human Resources. Through this process, the City establishes a system of open communication between employees and the City to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The City requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

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SECTION 3
STANDARDS OF CONDUCT

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POLICIES AND PROCEDURES

POLICY MAKING AUTHORITY

The Board of Aldermen is the ultimate policy making authority for the City of Grain Valley in matters pertaining to Human Resource administration.

Changes in Human Resource policies, compensation, classification plan, or fringe benefits shall not be effective unless formally approved by the Board of Aldermen via resolution or ordinance.

AMENDMENTS/ REVISIONS

This Handbook supersedes all previously published Handbooks. Amendments or revisions to the Handbook, as a result of operational necessity, federal or state law, or local ordinance, enactments, or revisions, shall be presented for adoption by the Board of Aldermen and will become effective replacing previous policy on such date as designated by the governing body.

HUMAN RESOURCES OFFICER

The City Administrator or designee serving as the Human Resources Administrator is responsible for the employment of all salaried and hourly personnel.

AUTHORITY OF CITY ADMINISTRATOR OR DEPARTMENT HEAD

The Policies and Procedures as outlined in this employee handbook shall not be construed as limiting in any way the power and authority of any City Administrator or Department Head to make departmental policies and regulations governing the conduct and performance of employees within that department when it relates to job-specific duties and regulations.

DEPARTMENT HEADS

Executive Management Team personnel are listed below, and are considered the appointing authority as defined in these policies and procedures:

- City Administrator
- Deputy City Administrator
- Community Development Director
- Finance Director
- Parks & Recreation Director
- Chief of Police

DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITIES

Department Heads are responsible for the appointment, performance recognition, promotion, transfer, or separation of employees, with the approval of the City Administrator and within the guidelines provided in these policies.

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PARKS AND RECREATION	The Parks and Recreation Director will work closely with the Parks & Recreation Board, but will work under the direct guidance of the City Administrator, following all the personnel policies and procedures outlined in this manual.
EMPLOYEE RESPONSIBILITY	You are responsible for cooperating with Department Heads and other staff in a joint effort to attain the City's goals and objectives.

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LEVELS OF SUPERVISION

INTRODUCTION

In order to ensure orderly operations within our organization it is important to follow the proper chain of command, via the City's current Organizational Chart, when questions or issues arise. The City's Organizational Chart can be obtained by contacting Human Resources.

QUESTIONS OR CONCERNS

Questions or concerns should be addressed with your Department Head and/or a member of the Executive Management Team initially.

If questions or concerns still exist, the matter should be addressed with the City Administrator.

Please note that some City policies, such as the Equal Employment Opportunity Policy, and other policies prohibiting discrimination, harassment, and retaliation contain specific reporting procedures that should be followed. Employees should utilize this policy for questions or concerns that are not addressed through the City's specific reporting procedures.

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ETHICAL COOPERATION

INTRODUCTION	The City of Grain Valley strongly promotes and practices ethical cooperation in its daily activities with all employees, clients, and suppliers.
DEFINITION	Ethical cooperation is defined as employees cooperating with other employees, clients and suppliers in an ethical and friendly manner that consistently meet or exceed the Citizens' of Grain Valley's expectations. It also means that we treat each other with respect.
FAILURE TO COMPLY	Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

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CODE OF ETHICS

INTRODUCTION

This Code of Ethics sets forth the high ethical standards that you and all others representing the City of Grain Valley are to maintain while conducting the business of the City of Grain Valley.

EXPECTATIONS

You and other City of Grain Valley representatives are expected to:

1. Assure compliance with laws and regulations that govern the City of Grain Valley's business activities.
2. Foster a standard of conduct that reflects positively on the City of Grain Valley and its employees.
3. Protect the City of Grain Valley from financial loss.
4. Promote an atmosphere and attitude of harmony, cooperation and understanding among all personnel of the City of Grain Valley.
5. Establish the rights and obligations of each person in order to minimize misunderstandings between the City of Grain Valley and the employees.
6. Preserve a professional atmosphere in which personal integrity and dignity are not compromised, as well as set forth the high expectations we have for employee performance and conduct.

SALE OF GOODS OR SERVICES

You shall not, in your official capacity, assist in the sale of any goods or services to be used for advertising purposes.

GIFTS, GRATUITIES OR LOANS

You shall not accept gifts, gratuities, or loans for any amount or worth from organizations, business concerns, or individuals with whom an official relationship exists.

IF IN DIRECT CONTACT WITH THE PUBLIC

If you are in direct contact with the public, you must guard against any relationship, which might be construed as evidence of favoritism, coercion, unfair advantage, or secret agreement.

SOCIAL COURTESIES

These limitations are not intended to prohibit employees from accepting social courtesies, which prompt good public relations.

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PROPRIETARY AND CONFIDENTIAL MATERIALS

POLICY

Due to the nature of the City of Grain Valley's business, the City absolutely must be able to place trust in you that you will not, at any time, divulge any confidential information you have learned during the course of your employment with the City to any third person, or business. Accordingly, in no event should employees disclose or reveal confidential information within or outside the City without proper authorization or purpose.

Confidential information includes information and records that may be designated as "closed records" under Missouri Revised Statute § 610.021, unless such information has otherwise been designated as an open record by the City of Grain Valley. However, confidential information does not include information about employee wages, hours, working conditions, or other terms or conditions of employment, when such information is shared and/or used by employees for the purpose of engaging in concerted protected activities.

The City of Grain Valley must insist that at no time may you make any copies of any confidential information utilized as an employee of the City of Grain Valley.

In applicable situations where you will be handling highly confidential material, you will be required to sign a confidentiality agreement which will then be permanently placed in your personnel file located in Human Resources.

UPON TERMINATION OR RESIGNATION

Upon termination of your employment with the City of Grain Valley, or at any other time upon the City of Grain Valley's request, you must return all documents and information (both in electronic and paper format) in any way related to confidential information, the business and the customers of the City of Grain Valley. Please refer to Sections 3, 4 & 5 of this Handbook for further clarification regarding City property.

FAILURE TO COMPLY

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

RECOVERING DAMAGES

The City of Grain Valley reserves its right to take any further action necessary to recover damages resulting from the disclosure or use of, or to preserve the integrity of, such confidential information.

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CODE OF CONDUCT

INTRODUCTION

Conduct that interferes with operations, discredits the City of Grain Valley, or is offensive to fellow employees or third parties will not be tolerated.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but provided below is a list of examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment. The reasons listed below should not be taken as limiting in any way the City of Grain Valley's discretion to discipline or terminate the employment of any employee for a reasons not listed.

CAUSES FOR CORRECTIVE ACTION

You shall not:

1. Have a direct financial interest in any contract with the City, or be directly financially interested, in the sale to the City of any material, supplies, equipment, or services.
2. Engage in any business or transaction, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of your official duties in the public interest or would tend to impair your independence of judgment or action in the performance of your official duties.
3. As personnel authorized to approve surplus City property be allowed to bid on property to be itemized as surplus from your department.
4. Fail to disclose to a Department Head the nature and the extent of any financial or other private interest in any proposed City legislation.
5. Accept any valuable gift, whether in the form of service, loan, promise, or any other form, from any person which, to your knowledge, is interested, directly or indirectly, in any matter whatsoever, in business dealings with the City.
6. Disclose information, the disclosure of which would be detrimental to the City, nor shall you use such information to advance the financial or other private interests of yourself or others.
7. Engage in or accept private employment, or render services for a private interest, when such employment or service is incompatible with the proper discharge of your official duties.
8. Sell or barter anything to the City, or to a contractor to be supplied to the City, or make any contract with the City, or purchase anything from the City other than those things, which the City offers generally to the public and then only on the same terms as are offered to the public.
9. Continue in such position after filing for election to any Grain Valley municipal office and/or appointed committee, commission or board.

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CAUSES FOR CORRECTIVE ACTION (CONTINUED)

10. Directly or indirectly, solicit, receive or be of any manner concerned in soliciting, obtaining, or receiving any monetary contribution or assistance, financial, or otherwise, for any political purpose whatsoever from any officer or employee of the City.
11. Possess, distribute, sell, transfer, or use or be under the influence of alcohol or illegal drugs in the workplace or while on duty;
12. Steal, regardless of amount or value.
13. Possess illegally, remove, or attempt to remove property that belongs to the City of Grain Valley, its employees, and/or customers.
14. Behave dishonestly, including falsification of employment application, employment information, or other records kept in the normal course of business (regardless of when such dishonesty or falsification is discovered).
15. Engage in fighting or physical violence towards a Department Head, supervisor, fellow employee, customer, guest or other visitor, or otherwise engage in fighting or physical violence while on duty.
16. Complete someone else's time record (unless as directed in this Handbook) or falsify any time record, whether yours or another employee's.
17. Destroy, misuse, abuse, or deliberately or carelessly damage any City property or the property of any City employee or customer.
18. Engage in harassment or discrimination or otherwise use abusive, violent, or threatening or vulgar language of any kind.
19. Engage in horseplay or any other conduct that could cause harm to another person or property.
20. Abandon your job, i.e., leaving the work site while on duty, without obtaining permission to do so.
21. Breach confidentiality or otherwise commit a fraudulent act or intentional breach of trust under any circumstances.
22. Abuse or misuse City of Grain Valley telephones at any time or personal cell phones during work hours.
23. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping), except in approved areas.
24. Play a television, radio, or any other noise-making device so that it may interfere with duties at any time.
25. Fail to wear the proper attire, or fail to keep it or yourself neat and clean.
26. Create or contribute to unclean, unsanitary or unhealthy conditions, by action or inaction.
27. Have excessive absences, display absenteeism, or abuse or misuse approved leave.
28. Fail to properly notify your Department Head and/or supervisor of an anticipated tardiness, absence, or leave.
29. Violate any safety, health, or security policies, rules, or procedures of the City.
30. Engage in any abusive treatment of customers or others having business with the City of Grain Valley.
31. Make malicious or false statements about the City of Grain Valley, its customers or employees.

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WORKPLACE VIOLENCE POLICY

PURPOSE	The safety and security of employees is of vital importance to the City of Grain Valley. Therefore, the City has adopted a zero-tolerance policy concerning workplace violence.
POLICY	Threats or acts of violence – including intimidation, bullying, physical or mental abuse and/or coercion – that involve or affect City employees or that occur on City premises, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of the City, including, but not limited to, City employees, supervisors, Department Heads, and other personnel, contractors, customers, vendors, and visitors. Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.
REPORTING PROCEDURE	Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to your supervisor or Department Head. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.
CONFIDENTIALITY	All reports of work-related threats will be kept confidential to the extent possible, investigated and documented.
EMPLOYEE RESPONSIBILITY	You are expected to report and participate in an investigation of any suspected or actual cases of workplace violence, and will not be subjected to disciplinary consequences for such reports or cooperation.
FAILURE TO REPORT	Violations of this policy, including your failure to report or fully cooperate in the City's investigation, may result in disciplinary action, up to and including termination.

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SUBSTANCE ABUSE POLICY

POLICY

The City of Grain Valley strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the City of Grain Valley has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

Please note that the City is required to comply with certain government mandated testing under U.S. Department of Transportation ("DOT") drug and alcohol rules and comparable state laws with respect to certain applicants and employees. The City has implemented this Substance Abuse Policy independent of those rules. Applicants and employees who are subject to government mandated testing and federal and state DOT drug and alcohol rules must comply with this Policy as well as the City's requirements under any such federal or state rules, including the Federal Motor Carrier Safety Administration's Drug and Alcohol Clearinghouse.

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PROHIBITED CONDUCT

The City of Grain Valley prohibits the use, possession, sale, attempted sale, purchase, attempted purchase, transfer, manufacture, and/or distribution of illegal drugs or other unlawful intoxicants, and/or drug-related paraphernalia on City of Grain Valley premises or while performing duties for the City of Grain Valley while away from City of Grain Valley premises, and/or during working hours. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. This includes prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. The City will accommodate individuals who are medically certified to use marijuana to the extent permitted by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

The City of Grain Valley also prohibits employees from using, possessing, distributing, or dispensing of alcohol while at work or during work time and from coming onto the City of Grain Valley's premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

USE OF LEGAL AND PRESCRIPTION DRUGS

You may continue to work for the City of Grain Valley while taking lawfully prescribed drugs at the direction of a doctor for the treatment of an illness or over the counter drugs used for the purposes and in the manner intended, provided the medication does not adversely affect your ability to perform your work in a safe and efficient manner.

EMPLOYEE RESPONSIBILITY

An employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor, Department Head, or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

CITY OF GRAIN VALLEY'S RESPONSIBILITY

If you are receiving legal medication, the City of Grain Valley has the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The City will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

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CONVICTION OR PROBATION UNDER A CRIMINAL DRUG LAW	You must notify your supervisor or Department Head within five (5) days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug statute, law, regulation, or ordinance.
FAILURE TO REPORT	Failure to report a conviction or guilty plea may result in disciplinary action, up to and including termination.
OFF THE JOB ILLEGAL DRUG USE, POSSESSION, AND/OR SALE	Off-the-job illegal drug use, possession, sale or other such activity may be deemed a violation of this policy and could result in disciplinary action, up to and including termination of employment. In deciding the appropriate disciplinary action to take, the City of Grain Valley may take into consideration the nature of the activity charged, your total record with the City of Grain Valley, and other factors deemed relevant by the City for the protection of its employees and operations.
TESTING OF EMPLOYEES	The City of Grain Valley may conduct testing of employees based on the circumstances noted below.
REFUSAL TO PARTICIPATE	Refusal to participate in such testing may result in disciplinary action, up to and including termination of employment.
REASONABLE SUSPICION TESTING	Whenever the City of Grain Valley has a reasonable suspicion that you have violated this policy, the City may require you to submit to a drug/alcohol test as a condition of employment.

REASONABLE SUSPICION	"Reasonable suspicion" means a belief that you have used, or are using, drugs/alcohol in violation of the policy of the City of Grain Valley, based upon such factors as, but not limited to:
	
	1. Observable signs, whether directly or indirectly, such as:
	  o the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
	  o drug or alcohol use while at work or on duty.
	2. A report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated.
	3. Evidence that you have tampered with a drug or alcohol test during your employment with the City of Grain Valley.
	4. Evidence that you are involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on City of Grain Valley premises or operating a vehicle, machinery or equipment of the City of Grain Valley.

DRAFT

POST-ACCIDENT TESTING

The City of Grain Valley requires you to undergo drug or alcohol testing if you have been involved in a work-related accident that causes a serious injury or property damage.

WORKER'S COMPENSATION

If you test positive for the presence of controlled substances, alcohol, illegal drugs, or illegally used chemicals, you may not be eligible for worker's compensation unless you prove that the substances, alcohol, illegal drugs, or illegally used chemicals were not the proximate cause of the injury or accident.

RANDOM TESTING

The City of Grain Valley may also institute random testing in accordance with this policy.

"Random testing," means a mechanism for selection of employees for testing that result in an equal probability that any employee from a group of employees will be tested, and which does not give the City discretion to waive the selection of an employee selected by this random selection method.

SCHEDULED, PERIODIC TESTING

In addition, the City may conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or work groups.

Normally, such testing will not be scheduled more often than annually.

POST-REHABILITATION TESTING

The City of Grain Valley may require an employee to undergo drug or alcohol testing without prior notice for a period of up to two (2) years commencing with the employee's return to work, following a confirmed positive test or following participation in a drug or alcohol dependency treatment program under an employee benefit plan or at the request of the City.

SUBSTANCES THAT MAY BE TESTED

You may be tested for your use of alcohol (ethyl alcohol or ethanol), and for your use of commonly-abused controlled substances, which (at the present time) include: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Methaqualone, Opiates, Phencyclidine (PCP), hallucinogens, synthetic narcotics, designer drugs, or any metabolite of any of the substances listed above.

Because the listing of all possible drugs of abuse is quite lengthy, and changes from time to time, you can request a listing of all substances to be tested from the testing laboratory at the time of the test.

DRAFT

TESTING METHODS

All testing will be conducted by a licensed independent medical laboratory that will follow applicable testing standards.

Testing will be conducted on a blood, saliva, urine or hair sample provided by you to the testing laboratory under procedures established by the laboratory to ensure your privacy and chain of custody requirements, while protecting against tampering/alteration of the test results.

PAID EXPENSES

The City of Grain Valley will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy.

The testing lab will retain samples in accordance with applicable law, so that you may request a retest of the sample at your own expense if you disagree with the test result.

FAILURE TO COMPLY

If you refuse to take the test as requested under this policy, you will be subject to disciplinary action, up to and including termination of employment.

UNEMPLOYMENT COMPENSATION

Under applicable law, your refusal to take a lawfully requested drug/alcohol test, or testing positive on such a test, may constitute "misconduct" within the meaning of unemployment compensation laws and may disqualify an individual from receipt of unemployment compensation.

TESTING POSITIVE

If you test positive on an initial screening test, you may be temporarily suspended while the confirmation test is being conducted.

On receipt of the confirmation test, you may be subject to disciplinary action, up to and including termination of employment.

RIGHT TO REVIEW RECORDS

You have a right to obtain copies of all test results from the testing laboratory, or from the City of Grain Valley, and should submit all such requests to Human Resources in writing.

RETESTING

If you disagree with the test results, you may request that the testing laboratory repeat the test. Such repeat test shall be at your expense, unless the repeat test overturns the original report of the laboratory, in which case the City of Grain Valley will reimburse you for the costs incurred for the retest.

DRAFT

RIGHT TO EXPLAIN TEST RESULTS

You have the right to meet with the testing laboratory personnel and with the City of Grain Valley to explain your test results.

These discussions shall be considered confidential except information disclosed in such tests may be communicated to personnel within the City of Grain Valley or within the laboratory who need to know in order to make proper decisions regarding the test results or regarding your employment.

EMPLOYEE ASSISTANCE PROGRAM

You will be reminded of the availability of the Employee Assistance ("EAP") Program at the time that the City of Grain Valley provides you with positive drug/alcohol test results.

The existence or your use of the EAP does not constitute any guarantee of continued employment with the City of Grain Valley.

CONFIDENTIALITY

All records concerning test results will be kept separately from your personnel file.

These test records cannot be used in any criminal or civil proceeding, except where such action has been brought by the City of Grain Valley or involves a suit between you and the City of Grain Valley, unless the records have been ordered released in accordance with a valid court order.

The records cannot be disclosed to any other person by the City of Grain Valley, in the absence of a court order, except where you have signed a release that specifically authorizes the City of Grain Valley to disclose such records to the requesting person.

Except where testing is done as a part of a routine physical examination, testing laboratories may conduct testing only for substances listed above, and may not conduct general testing related to your medical condition(s) unrelated to drug/alcohol usage.

DRAFT

CONFLICT OF INTEREST

POLICY	The City has guidelines to avoid real or potential conflicts of interest. It is your duty as an employee of the City of Grain Valley to adhere to the following guidelines about conflicts of interest. If this is not clear to you or if you have questions about conflicts of interest, contact your supervisor, Department Head, or Human Resources.
DEFINITION	A conflict of interest occurs when the interest of an employee or another outside party actually or potentially affects the City in a negative way. Employees may not use their positions for personal benefit, for the benefit of friends or relatives, or to further any outside interests or personal agenda. Employees should at all times avoid the substance or appearance of a conflict of interest in their personal affairs and their work at the City.
DISCLOSURE	You are required to disclose in writing any real or potential conflict of interest to your supervisor, Department Head, or Human Resources
FAILURE TO COMPLY	Failure to disclose a conflict or potential conflict may lead to disciplinary action, up to and including termination of employment.

DRAFT

INDEMNIFICATION

INTRODUCTION

The City of Grain Valley recognizes it employs individuals in positions that may subject them to civil or administrative court actions in which they can be personally named.

In such instances where you are named individually in a civil or administrative action while having served in your official capacity, the City will provide your legal representation. Further, should they be awarded, the City will not hold you accountable or responsible for punitive and/or exemplary damages in such cases.

POLICY

In the event any judgment for punitive or exemplary damages is obtained against any officer or employee, as an individual, of the City of Grain Valley, Missouri, the said City of Grain Valley, Missouri, shall reimburse and hold said officer or employee totally and completely harmless from said punitive or exemplary damage award. *(City of Grain Valley Municipal Code Section 115.075)*

DISCLOSURE

Upon your knowledge of such action in which you are personally named as a party in a legal proceeding in connection with your performance and/or duties in your official position with the City, you are to immediately report such action to your Department Head, Human Resources, or the City Administrator.

COOPERATION

As a City of Grain Valley employee, you are expected to cooperate fully with City administration, legal counsel and/or any other entity involved in said legal proceedings including, but not limited to, disclosure of any and all information known by you with regard to the issues related thereto.

Should you have questions related to the City's expectations of you as a City employee, please contact the City Administrator or Human Resources.

DRAFT

CONTACT WITH THE MEDIA

POLICY

To ensure that the City of Grain Valley communicates with the media in a consistent, timely and professional manner about matters related to the City, you should notify the City Administrator that you have been contacted by the media whenever you are asked to speak on behalf of the City so that the City knows that a media inquiry has been made. Do not respond to media inquiries on the City's behalf without authorization. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the City unless you have specifically been authorized to do so by the City.

DRAFT

SECTION 4
GENERAL EMPLOYMENT POLICIES

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DRAFT

OUTSIDE EMPLOYMENT

INTRODUCTION

The City respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform their job. An example of an activity that might adversely affect an employee's ability to perform their job duties is outside employment.

POLICY

While the City does not prohibit employees from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the City;
- Employment that requires employees to conduct work or related activities during working times or using any of the City's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the City.

For the purposes of this policy, self-employment is considered outside employment.

DISCIPLINARY ACTIONS

If secondary employment interferes with satisfactory performance and/or makes it impossible for an employee to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

DRAFT

VISITORS

POLICY	While we encourage a family-friendly work environment, guests of City employees not on official business are to keep visitation brief. Due to workplace interruptions and potential security or confidentiality issues, no former employees are allowed in work areas if present for non-official business.
NO SOLICITATION	Individuals, such as sales people and solicitors, who stop in unannounced will be asked to leave their information and/or to call to make an appointment.
FOR ADDITIONAL INFORMATION	Your supervisor, Department Head, or Human Resources can provide you guidance if this policy is unclear.

DRAFT

ROMANTIC RELATIONSHIPS IN THE WORKPLACE

POLICY

The City of Grain Valley will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from City premises. However, the City will consider such relationships when they affect an employee's job performance, occur during working time or on City premises, or pose a danger of a conflict of interest. As such, employees who enter into a romantic relationship must ensure the relationship does not affect responsibilities, work environments, or other colleagues in the organization.

If two employees enter into a romantic relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms and conditions of employment of the other individual. In other cases where a conflict or danger of conflict arises, even if there is no supervisor relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the City.

DISCLOSURE

To avoid any conflict or potential or perceived conflict of interest, City of Grain Valley employees who enter into a romantic relationship are required to disclose any such relationship to their supervisor, Department Head, or Human Resources. Additionally, both parties will be required to sign an acknowledgement statement confirming the relationship is voluntary and will not interfere in any way with the work of the employee or the work of other City employees.

FAILURE TO COMPLY

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

DRAFT

CITY OF GRAIN VALLEY PROPERTY

YOUR RESPONSIBILITY

As a requirement of your job, you may receive property owned by the City of Grain Valley.

You are expected to take care of all City owned property assigned to you. You should notify your supervisor or Department Head if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

FAILURE TO PROPERLY CARE FOR EQUIPMENT

Failure to care properly for equipment could result in payroll deductions to cover the cost of the equipment as well as disciplinary action.

PROPERTY

Property includes, but is not limited to:

- Credit, facility access and City employee identification cards
- City structures, equipment and property
- Vehicles and operational equipment
- Facility, vehicle or equipment keys
- City issued electronic devices including cell phones and Ipads
- Paper or electronic copies of City documents including your personnel or medical file
- Office equipment, supplies and furniture
- Apparel or equipment rented or purchased by the City for use in your official capacity

UPON TERMINATION OR RESIGNATION

All City of Grain Valley property must be returned to your supervisor, Department Head, or Human Resources before leaving employment with the City of Grain Valley. Failure to do so may result in in payroll deductions to cover the cost of the property or equipment.

DRAFT

IDENTIFICATION BADGE

A City of Grain Valley identification (ID) badge with your name, photo, employee number and department will be issued to you on your first day of employment. The ID badge is also your electronic key to enter the building and other secured areas, as needed. Consult with your Department Head on whether your ID badge will need to be visible during working hours.

If your identification badge is lost or stolen, you are required to obtain a replacement ID badge. A fee of ten dollars ($10.00) will be assessed for all replacement badges. Lost or stolen cards must be reported to your supervisor immediately. Failure to wear your ID badge or excessive loss or damage to cards can lead to disciplinary action.

Upon separation of employment, employees are required to return ID badges to Human Resources before receipt of their last paycheck.

DRAFT

USE OF CITY OR PERSONAL VEHICLES

INTRODUCTION

Employee positions requiring driving duties in City of Grain Valley and/or personal vehicles must comply with policies set out below.

Please Note: This policy applies while you are on duty and after your shift ends if you are still on City of Grain Valley property or business.

POLICY

1. City of Grain Valley provided vehicles are not authorized for personal use unless previously approved by the Board of Aldermen and in accordance with IRS regulations.
2. Only approved City of Grain Valley employees are allowed to drive City owned vehicles and/or equipment. Completion of appropriate training, in accordance with the City's Loss Control Program, is required prior to an employee's operation of vehicles and/or equipment.
3. Personal and City-supplied cellular telephones are not to be used while driving. This includes the use of a cellular phone for texting, emailing, or use of the internet.
4. Other than commissioned police officers on duty, employees are prohibited from carrying any firearm or weapon in any City-owned or provided vehicle.
5. Refrain from smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping) in all City vehicles.
6. Maintain a valid driver's license
7. Maintain and be prepared to provide proof of valid liability and property insurance on a privately owned vehicle with limits as specified by applicable state requirements.
8. Wear seat belts at all times when driving.
9. Consent to motor vehicle (MVR) checks.
10. Abide by all traffic and safety regulations, laws, and ordinances while driving within your official capacity.
11. Drive courteously and practice defensive driving techniques.
12. Do not drive City vehicles or personal vehicles while on duty after having consumed alcohol and/or drugs, including legal drugs.
13. All accidents and citations, no matter how minor, must be reported immediately and in writing to your supervisor, Department Head or Human Resources.

TICKETS AND TRAFFIC CITATIONS

The City of Grain Valley is not responsible for tickets or other traffic citations incurred by you while on City of Grain Valley business.

Accidents and traffic citations, no matter how minor, must be reported immediately.

DRAFT

PERSONAL VEHICLES

Use of a private vehicle for City of Grain Valley business will be allowed when a City owned vehicle is not available, and upon the approval of your Department Head or their designee.

REIMBURSEMENT FOR PERSONAL VEHICLES

When you utilize your personal vehicle for City of Grain Valley business, you will be reimbursed for business mileage at the current rate as stipulated by the U.S. General Services Administration ("GSA").

Odometer reading or MapQuest mileage documentation is required for mileage reimbursement.

Reimbursement will be provided if the expenses are submitted in a timely manner and with appropriate documentation (i.e., GoogleMaps) for reimbursement.

Please contact your supervisor, Department Head, or the Finance Department for the appropriate form and procedure.

City of Grain Valley reimburses for mileage and does not allow purchases of gasoline on City of Grain Valley credit cards or the reimbursement of personal purchases of fuel unless pre-approved by your Department Head or City Administrator.

MILEAGE FROM HOME OR THE OFFICE

Mileage from home may be calculated into travel if the event would not normally bring you to the office first.

If you begin travel from City of Grain Valley property, then mileage will be calculated from that point to your destination.

OUT OF STATE TRAINING

If you choose to drive your personal vehicle for an out-of-state training or meeting, you must submit a request for such alternate travel with documentation of comparable travel costs by air, train or bus.

This rate, or cost, should be obtained from a travel agent such as Expedia.com, another travel site, or directly from the public transportation provider.

You must seek the most economical rate possible when comparing public transportation cost.

You must submit a copy of the proposed cost and attach it to the request for out-of-state mileage reimbursement.

Upon approval of the travel request, you will be reimbursed at the lower or comparable amount between reimbursement for actual miles traveled or the cost of public transportation.

DRAFT

TRAVEL POLICY

PURPOSE

The purpose of this policy is to provide guidelines and procedures for reimbursement of allowable expenditures for employees conducting business on behalf of the City of Grain Valley.

The list of allowable expenditures is intended to cover all reasonable and necessary travel costs, while providing the lowest and best cost of travel for the City.

TRAVEL DAYS

Attendees to conferences beginning before 3:00 p.m., or which include trade shows, pre-conference seminars and exhibits, may travel the day immediately prior to the conference.

Same day travel is required for conferences that begin after 3:00 p.m.

Same day return travel from conferences ending before 3:00 p.m. is required.

Attendees to conferences ending after 3:00 p.m. may return the following day.

ALLOWABLE EXPENDITURES WITHIN THE KANSAS CITY METROPOLITAN AREA

Mileage expense to work related functions will be reimbursed at the current U.S. General Services Administration ("GSA") standard mileage rates. This applies only when you use your personal vehicle for City of Grain Valley business because a City vehicle was not available or you are not authorized to operate a City vehicle.

Meals will not be reimbursed when the function is within the Kansas City Metropolitan area, and overnight travel is not required per restrictions set by the Internal Revenue Service ("IRS").

Luncheon seminars or professional organization meetings will be paid at actual cost, which may be in excess of the meal allowance, when supported by a copy of the meeting agenda or paid receipt.

TRAVEL AUTHORIZATION

For travel made while on City business, you must complete a "Travel Request/Expense Report" which must be approved by the appropriate supervisor and Department Head or the City Administrator prior to travel.

RECEIPTS

You will be reimbursed for business travel when receipts are attached to a Travel Request/Expense Report form and approved by the supervisor and Department Head.

DRAFT

AIRFARE

Authorization will be given for the most economical flight available to and from the pre-authorized destination.

All airline tickets should be ordered at least thirty (30) days in advance to secure the lowest fare available.

When purchasing airfares, you should check with multiple travel agencies and airlines to secure the best rate.

LODGING

Lodging will be paid for the nights you are on City of Grain Valley business, including travel days. Payment arrangement with the lodging establishment is required prior to your departure via your Department Head's written approval.

When making reservations for lodging, inquiries should be made about governmental discounts; however, the lowest quoted price should be utilized. Lodging generally includes the cost of a single room, taxes and governmental charges, but does not include any personal items such as movies, mini-bar purchases, alcoholic beverages, etc. The employee is required to provide a tax-exempt letter to the lodging establishment.

An itemized check out receipt is required for submittal to the City of Grain Valley upon return.

Check out times will be followed as the City will only pay for lodging per the policy set forth.

LODGING EXPENSE FOR NON-CITY EMPLOYEES

You are required to report all guests accompanying you in travel related to the business of the City of Grain Valley. If you choose to take guests with you on a business related trip, the City of Grain Valley will cover only your expenses. This includes, but is not limited to, double occupancy fees.

The City of Grain Valley is not legally responsible for the health or wellbeing of guests you choose to include in your business travels.

DRAFT

MEALS

Meals will be paid based on the per diem rate as outlined by the GSA. Information regarding GSA per diem can be found at www.gsa.gov/mie. Employees should request the current meal request spreadsheet for reimbursement.

According to the Federal Travel Regulation (FTR), travelers are entitled to 75% of the prescribed meals and incidental expenses for one day travel away from your official station if it is longer than 12 hours. (Please see FTR §301-11.101). This policy of 75% of the prescribed meals also applies to the first and last calendar day of travel.

To accommodate those traveling overnight that includes a partial day or days, GSA breaks down per diem by meals to include tips.

Meals will not be reimbursed when the function is within the Kansas City Metropolitan area, and overnight travel is not required per restrictions set by the Internal Revenue Service ("IRS").

Any meals that are included with a registration should be deducted from the per diem amount.

Banquets will be paid at actual cost with a paid receipt, in place of the meal allowance amount.

OTHER REIMBURSABLE EXPENSES

The following charges must be listed on an itemized receipt and attached to a travel expense report:

1. Taxi or Shuttle, or other car or ridesharing services (i.e. Uber, Lyft, etc.) to or from airports, hotels/motels and Convention centers are allowable expenses.
2. Parking and Toll Fees for business activities are allowable expenses.
3. Tips for personal services in a reasonable and customary amount are allowable.
4. Car Rental – expenses are allowable only if adequate local mass transportation is not available and the cost for taxi service exceeds the car rental fees.
5. Conference Attendance – conference details must be included with any request for reimbursement.

FALSIFICATION

Falsification of travel records, receipts, mileage logs, or any other expense reimbursement reports is considered theft and will result in disciplinary action up to and including termination of employment.

DRAFT

CREDIT CARDS

INTRODUCTION

The City of Grain Valley will issue credit cards to certain employees for use related to their jobs.

Use of City of Grain Valley-issued credit cards is a privilege, which the City may withdraw in the event of serious or repeated abuse. At the discretion of your Department Head and/or the City Administrator, you may also face disciplinary action up to and including termination of employment for the misuse of City issued credit cards.

PROHIBITED USE

The following uses are prohibited with City issued credit cards:

1. Personal purchases.
2. For non-official City business of any kind.
3. Unauthorized purchases.
4. The purchase of alcohol, drugs or any illegal substance or act.

ACCEPTED USE

The following uses/purchases are accepted with City issued credit cards:

1. Purchases and/or expenses incurred for City business in conjunction with the employee's job duties.
2. Authorized purchases as approved by the Department Head or City Administrator as outlined in the City's Purchasing Policy.

UNAUTHORIZED TRANSACTIONS

If you use a City of Grain Valley credit card for any other type of unauthorized transaction in violation of this policy (i.e. incurs financial liability on the City of Grain Valley's part) that is not within the scope of your duties or your authorization to make business-related purchases; the cost of such purchase(s) or transaction will be your financial responsibility. Any employee who violates this policy will be expected to reimburse the City of Grain Valley directly or through payroll deductions to cover the full amount of any unauthorized purchases and/or transactions.

The City reserves the right to take legal action against employees who incur financial liability as a result of any violations of this policy.

DEDUCTIONS

Deductions will be in the amount of the unauthorized purchase(s). If a deduction for such amount would take you below minimum wage for the workweek in question, the deductions will be in two or more increments that will not take your pay below minimum wage for any workweek involved, but will fully recover the amount of the charges incurred.

DRAFT

PROTECTION OF CARD

The credit card should always be protected. It should be kept in a secure location.

The only person authorized to use the credit card is the cardholder whose name appears on the face of the card. No other employee may use another employee's City-issued credit card for any business-related purchases without the express authorization of the authorized cardholder.

RECEIPTS

Receipts for credit card expenses must be provided to the accounts payable department within seven (7) days of purchase.

LOST OR STOLEN CREDIT CARDS

You must report lost or stolen credit cards to the accounts payable department and your Department Head immediately. Failure to properly report a lost or stolen credit card may result in the employee being liable for any unauthorized transactions or purchases made following the loss or theft of the credit card.

FAILURE TO COMPLY

In addition to financial responsibility and liability for any unauthorized transactions and/or purchases made in violation of this policy, employees may also be subject to disciplinary action up to and including termination of employment.

DRAFT

TELECOMMUTING POLICY

INTRODUCTION

The City of Grain Valley strives to establish work arrangements that provide employees with increased flexibility with their work location, hours of work and/or days worked. These arrangements serve the dual purpose of allowing employees to address the needs of their personal obligations while also allowing the City to maintain a progressive and productive work environment.

POLICY

This Policy outlines parameters and procedures associated with any City approved telecommuting arrangement. If any provision contained in this Policy conflicts with any federal, state or local law, rule or regulation, said law, rule or regulation shall control. Telecommuting allows an employee to regularly perform some or all assigned duties at home or another location. This may involve the use of telecommunications (i.e., cellular phones, faxes, internet access, etc.) or computer technologies.

Please note that this policy does not apply to employee requests for reasonable accommodation due to a medical condition covered by the Americans with Disabilities Act (ADA) or any other applicable federal, state or local law, rule or regulation. The City's established procedures for handling such requests should be utilized pursuant to the Reasonable Accommodation Policy.

AUTHORIZATION

Typically, employees will be considered for telecommuting arrangements on a case-by-case basis. However, the City reserves the right to mandate a flexible work arrangement for a specific employee; a specific department; or, employees assigned to a specific physical location, as may be in the best interest of the City's business operations and/or the safety and welfare of the City's employees, clients and/or customers.

Decisions regarding telecommuting arrangements will be made by the appropriate supervisors, Department Heads, and/or Human Resources. Flexible work arrangements may be approved for a limited period of time.

Decisions about telecommuting arrangements will be made without regard for race, color, religion, sex, sexual orientation, gender identity, nation origin, citizenship, age, disability, veteran status, or another other classification protected by law, although telecommuting arrangements may be granted as a reasonable accommodation for a disability.

DRAFT

COMPLIANCE WITH CITY POLICIES AND PROCEDURES	Telecommuting arrangements are benefits provided at the sole discretion of the City and are not an employee entitlement. Nothing in this Policy shall be interpreted to be in conflict with, or to eliminate or modify in any way, the employment-at-will status of City employees. Employees granted a telecommuting arrangement will be subject to all other City policies, including, but not limited to, policies regarding hours worked; pay; recording work time; attendance; and, paid time off.
SPECIAL CONSIDERATIONS	Telecommuters will work with their supervisor, Department Head, and Human Resources to determine a mutually beneficial work schedule. Deviations from the agreed-to schedule must be communicated by employees to their direct managers. Telecommuters must be available via telephone and/or email during the core hours agreed to with the City. Telecommuters will be expected to attend mandated meetings virtually or, if required, in person.

DRAFT

SECTION 5
TECHNOLOGY POLICIES

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DRAFT

EQUIPMENT MONITORING, ACCESS OR INSPECTION

POLICY	All City of Grain Valley business machines, equipment and furnishings, including but not limited to desks, cabinets, files and lockers are City of Grain Valley property. The City of Grain Valley reserves the right to monitor, access, and inspect such equipment and furnishings at any time.
PRIVACY	You should have no anticipation of privacy with respect to any information or material stored in City of Grain Valley owned equipment and furnishings.

DRAFT

ELECTRONIC RESOURCES

INTRODUCTION

This policy describes the City's general guidelines for using its electronic resources, including electronic mail (email), telephone and cellular phone services, voicemail, internet access and computer systems (including but not limited to video conferencing platforms used for City business such as Microsoft Teams, Skype, and Zoom).

POLICY

Employees should use the City's electronic resources with the understanding that these resources are provided for the benefit of the City's business. Employees may use City electronic resources for personal use, during nonworking time, as long as such use complies with City rules and applicable laws. Employees should never use the City's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene, uncivil or otherwise inappropriate material on the City's electronic resources is prohibited. Messages stored and/or transmitted by the City's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by City's policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

NO SOLICITATION

The City's electronic resources must not be used for solicitation purposes during working time. The City's no solicitation rule applies to the use of electronic resources.

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SOFTWARE CODE OF ETHICS

Employees may not duplicate any licenses, software or related documentation for use either on the City's premises or elsewhere unless the City is expressly authorized to do so by agreement with the licenser. Unauthorized duplication of software may subject users and/or the City to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The City reserves the right to audit any City computer to determine what software is installed on the local drive(s).

EMPLOYEE RESPONSIBILITY

Each employee is responsible for the content of all text, audio or images that they place or send using the City's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other City correspondence or memoranda.

COMPUTER AND SYSTEMS SECURITY

All computers and the data stored on them are, and remain at all times, the property of the City of Grain Valley. As such, all messages created, sent or retrieved over the internet or the City's electronic mail systems are the property of the City, and should be considered City information. The City reserves the right to retrieve and read any message composed, sent or received using the City's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all City policies.

Additionally, all data composed, transmitted and/or received by the City of Grain Valley's computer systems is considered to belong to the City, and is recognized as part of its official data. It is, therefore, subject to disclosure for legal reasons or to other appropriate third parties including, but not limited to, Sunshine Records requests.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using City equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

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EMAIL CONTENT SCREENING	The City maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related. By using City equipment to send or receive communications, employees consent to any monitoring by the City and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.
EMPLOYEE RESPONSIBILITY	Each employee is responsible for the content of all text, audio or images that they place or send using the City's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other City correspondence or memoranda.
FAILURE TO COMPLY	Failure to comply with this policy will subject you to disciplinary action, up to and including termination.
UPON TERMINATION OR RESIGNATION	If you resign or are terminated from your employment with the City, passwords set up for computers, e-mail, and voice mail, and other electronic resources, must be disclosed to Human Resources before the separation of your employment with the City of Grain Valley.
FOR ADDITIONAL INFORMATION	If you have questions regarding this policy, or are unsure about what constitutes acceptable use of the City's electronic resources, ask your supervisor, Department Head, or Human Resources for further guidance and clarification.

DRAFT

PERSONAL DEVICES

POLICY

Although the City permits employees to bring personal electronic devices, including cellular phones, smartphones and PDAs, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and communications and other use of personal electronic devices during nonworking time, including breaks and meal periods. Outside of this time, personal phone calls and other personal device use should be kept to a minimum and for emergency use only.

DRAFT

SOCIAL MEDIA POLICY

POLICY

This Social Media Policy should be read in conjunction with the City of Grain Valley's existing policies, including those relating to Confidentiality, Code of Conduct, Equal Employment Opportunity, and Harassment. Taken together, these policies govern the use of social media by City employees, whether engaged in social media on the City's behalf or engaging in personal use. Nothing contained in this or any of the City's policies is intended to supersede applicable law and all policies are to be read in a manner consistent with applicable law.

For the purposes of this policy, the term "social media" includes, but is not limited to, Web sites or other online services that offer email groups, bulletin or message boards, chatrooms, listservs, and blogs. Some well-known examples are Twitter, Facebook, LinkedIn, Instagram, and YouTube. Because the kinds of sites to which the policy applies are continuously evolving, this list of examples is intentionally not exclusive. In addition, because social media usage also is evolving, it is not possible to address each and every instance or example of social media conduct that is or is not consistent with this policy and other City policies; rather, this policy is intended to address general principles with which all City employees must comply.

EMPLOYEE RESPONSIBILITY

City of Grain Valley employees are responsible for what they post on social media, where it is easy to blur personal and professional content. Always be respectful and cognizant of your audience. Take care to ensure that personal views you may express online are not misconstrued as those of the City. If you identify yourself, directly or indirectly, on social media as a City employee, treat your social media content and postings the same way you would any other communication or interaction: as a reflection of your reputation and that of the City.

CONFIDENTIALITY AND PRIVACY

Respect your audience, copyright, fair use, and financial disclosure laws.

You must maintain the confidentiality of City information and communications. As such, do not provide confidential or other proprietary information on social media, as set forth in the City's policy on Proprietary and Confidential Information. In addition, you must be mindful of the obligation not to disclose personally identifiable information (such as Social Security numbers, driver's license numbers, and financial account numbers) and other personal or confidential information related to City employees or those with whom the City does business.

Comply with the City's Code of Ethics, Code of Conduct, Equal Employment Opportunity, and Harassment policies when using social media.

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FOR ADDITIONAL INFORMATION	If you are unsure or have questions about appropriate social media usage, please contact your supervisor, Department Head, or Human Resources for guidance.

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SECTION 6
OFFICE OPERATIONS AND GENERAL PROCEDURES

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DRESS & GROOMING STANDARDS	69

DRAFT

HEALTH AND SAFETY

INTRODUCTION

City of Grain Valley is committed to providing you with a safe and healthy working environment.

To this end, City of Grain Valley makes every effort to comply with relevant federal and state occupational health and safety laws and to develop programs conducive to such an environment, while minimizing health and safety risks to you and other visitors to City of Grain Valley's facilities. This includes, but is not limited to, the City's Risk Management Manual.

Constant cooperation and input from you will also facilitate a successful safety program in the workplace.

GUIDELINES

To accomplish these objectives, you are expected to follow the guidelines set forth by the City's Safety Committee, including but not limited to:

1. The use of safety equipment in the performance of your duties.
2. Perform your work diligently and in best practice for the City, its citizens and employees.
3. Maintain a safe and healthy working environment.
4. Adhere to proper operating procedures and practices, as outlined in the City's Risk Management Manual, to prevent injuries and illnesses.
5. Attend all required training regarding safety/health provided to you.

YOUR RESPONSIBILITY

You should immediately report any unsafe conditions or behaviors encountered in the workplace.

You may face disciplinary action up to and including termination for failure to immediately report the following:

1. Injuries sustained on the premises or on a job site; no matter how minor.
2. Any incident, including complaint made by a client, supplier, or his/her representative.
3. Any unsafe conditions or actions perpetrated by an employee or contractor of the City of Grain Valley on a job site, including customer sites.

You should not hesitate to contact your supervisor, Department Head and/or Risk Manager when safety directives and/or assistance is needed.

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Reporting Accidents, Injuries or Damages

In the event of any on-the-job injuries, accidents, or equipment and property damages, you are required to take the following action:

1. Contact your supervisor immediately about the incident.
2. In the event of an injury, contact the nurse line provided to the City.
3. Notify the Police Department for an investigation into accidents involving vehicles or equipment.
4. Submit a written report to Human Resources within one (1) business day of when the incident occurred.

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PARKING

DURING BUSINESS HOURS	Employee vehicles are to be parked in the area designated for employee parking during business hours. The City is not responsible for damage to your vehicle while parked in the parking area.

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PERSONAL PROPERTY

EMPLOYEE RESPONSIBILITY	All personal property is your sole responsibility. Exercising precautionary measures to protect your personal property is recommended.
THEFT, ABUSE, MISUSE OR DAMAGE	The City of Grain Valley is not responsible for theft, abuse, misuse, or damage to any individual's personal property.

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TOBACCO USE

POLICY	To ensure a healthy and safe work environment, City of Grain Valley prohibits smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes (i.e. vaping), in all City of Grain Valley facilities including offices, break areas, and storerooms. Employees are also prohibited from smoking in all City owned equipment and vehicles. You may use tobacco items listed above in designated areas and must utilize your own time (e.g., breaks and meal periods).
EMPLOYEE RESPONSIBILITY	Courtesy and consideration regarding the use of these products around other individuals is appreciated, and it is your responsibility to ensure proper disposal in the appropriate waste container. Employees that violate this policy may be subject to disciplinary action up to and including termination.

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DRESS AND GROOMING STANDARDS

POLICY

The image the City projects to the public is reflected in the appearance of our employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City of Grain Valley.

WHO SHOULD COMPLY

This policy applies to staff with an administrative, clerical or office position within the City of Grain Valley and is also applicable to volunteers working with the City.

DEPARTMENTAL DISCRETION

At its discretion, departments may allow you to dress in a more casual fashion than is normally required. On these occasions, you are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing or similarly inappropriate clothing.

WORKPLACE CLOTHING GUIDELINES

You are expected to:

1. Present or create a professional or identifiable appearance for visitors, or the public.
2. Promote a positive working environment and limit distractions caused by provocative or inappropriate dress.
3. Clothing should not constitute a safety hazard.
4. All employees should practice commonsense rules of cleanliness and comfort.
5. Wear appropriate safety apparel and/or shoes during working hours if necessary for your position.

CASUAL/DRESS-DOWN DAYS

You are allowed to dress more casually on Fridays and on days in which the City Administrator has given approval. The following guidelines must be followed on Casual/Dress-Down days:

1. Traditional denim jeans can be worn; however, they must be neat in appearance excluding fraying, tears, holes and/or patches.
2. Traditional denim jeans should be worn with acceptable footwear, tops and shirts (refer to unacceptable clothing guidelines).

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THEME AND TRAVEL DAYS

During the year, there could be designated "theme days" such as "Royals Day" or "Chiefs Day", on which we may all wear casual theme wear. On travel days, casual attire is allowed.

UNACCEPTABLE CLOTHING

The following clothing items are not to be worn in City offices:

1. Traditional denim jeans except on casual/dress down days
2. Athletic and tennis shoes except on casual/dress down days
3. Hiking or military style shoes and boots
4. Shorts
5. Baseball caps
6. Skin-tight or form fitting pants, except when worn with a mid-thigh length top
7. Any clothing that is worn, torn, frayed, faded or has patches or holes
8. Workout attire such as sweatshirt, sweatpants, yoga pants, athletic wear, leotards, jogging suits etc.
9. T-shirts or graphic t-shirts
10. Bare feet
11. Bathing suits
12. Beach-style flip flops
13. Bare midriffs
14. Low-cut shirts
15. Mini-skirts
16. Halter and bra tops
17. Sheer or see-through clothing that exposes one's midsection, lower chest area, upper thighs, and/or pelvic or buttock region
18. Tank tops, sleeveless or muscle shirts
19. Undergarments worn as outer garments
20. Logos, slogans and symbols on clothing or hats that may demonstrate a City preference for a particular vendor or product with the exception of the City of Grain Valley logo

TATTOOS AND BODY PIERCING

Any visible tattoo, body markings or body piercings that are obscene, profane, unprofessional, inappropriate or objectionable must be covered or removed if overtly offensive.

FAILURE TO COMPLY

A continuing breach of this policy and the standards explicitly described within, will lead to disciplinary action up to and including termination of employment.

FOR ADDITIONAL INFORMATION

Consult with your supervisor, Department Head, and/or Human Resources for additional information on what is appropriate dress.

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SECTION 7
STAFFING

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DRAFT

INTRODUCTORY PERIOD

INTRODUCTION

All employees of the City of Grain Valley are subject to an introductory period during the first one hundred eighty (180) days or six (6) months of employment.

PURPOSE

This introductory period allows you to become acquainted with the City of Grain Valley, the basics of the initial job assignment and fellow employees.

At the same time, your supervisor and Department Head have the opportunity to evaluate your work product, career potential and working relationships.

ORIENTATION

During the introductory period, your orientation shall include introductions to all personnel in your assigned workspace; a review of this Handbook and the benefits it describes; and a thorough explanation of the expectations, duties and responsibilities of your new position.

You will also be familiarized with routine procedures. You will receive a packet containing all appropriate forms and applications required to process you into the City of Grain Valley on or before your first day of employment.

COMPLETION OF INTRODUCTORY PERIOD

Upon completion of your introductory period, you will receive a formal performance evaluation.

Completion of the introductory period does not alter the at-will nature of employment, and completion of the introductory period does not guarantee employment for any period of time.

As an at-will employee, either you or the City of Grain Valley may terminate your employment at any time.

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HOURS OF OPERATION AND SCHEDULES

GENERAL HOURS

General hours of operation at Grain Valley City Hall are from 8 a.m. to 5 p.m., Monday through Friday.

The majority of City employees work a forty-hour (40) workweek.

VARIATIONS TO WORK SCHEDULES

There may be exceptions to the normal workweek schedule in various departments to allow for emergency and/or continuous community service need fulfillment.

The City provides utility services twenty-four (24) hours a day; therefore, one employee will always be available on a standby basis for the water/sewer department.

To protect your health and welfare, you shall not be required to work more than a maximum of sixteen (16) hours in a twenty-four (24) hour period, unless extreme emergency circumstances require it.

POLICE DEPARTMENT

The Police Department will operate on a twenty-four (24) hour basis. Commissioned Police Department personnel will operate on a schedule that varies from a majority of City employees. This schedule will be established by the Chief of Police and can change, at any time, per the Chief's discretion.

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REST AND MEAL PERIODS

REST PERIODS

Employees working full-time hours shall receive two (2) paid rest periods of fifteen (15) minutes. These rest periods occur generally once in the morning and once in the afternoon, scheduled at the discretion of the supervisor or Department Head.

MEAL PERIODS

Non-exempt employees working at least eight (8) or more consecutive hours on any day will receive an unpaid sixty (60) minute meal period as close to the middle of their shift as possible.

You are to schedule your meal period as your work schedule permits and at the discretion of the supervisor or Department Head.

WORK DURING MEAL PERIODS

Non-exempt employees may not work during their meal period without prior approval.

Failure to obtain approval before working through the meal period may result in disciplinary action.

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EMPLOYMENT CLASSIFICATIONS

POLICY	It is the policy of the City of Grain Valley to categorize the status of employees in order to make distinctions in benefits and conditions of employment among employees and to aid in a better understanding of employment relationships with the City of Grain Valley.
EXEMPT EMPLOYEES	Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor, Department Head, and/or Human Resources with any questions or concerns regarding this status.
NON-EXEMPT EMPLOYEES	Nonexempt employees are employees whose job positions do not meet FLSA exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisors, Department Head, or Human Resources with any questions or concerns regarding this status.
FULL-TIME EMPLOYEES	"Full-time employees" are those individuals who have completed their introductory period and are hired by the City of Grain Valley to work thirty (30) hours or more per workweek on a regular basis. This definition shall apply to both "exempt" and "non-exempt" employees, as defined in this Handbook.
PART-TIME EMPLOYEES	"Part-time employees" are those individuals who have completed their introductory period and are hired by the City of Grain Valley to work less than twenty-nine (29) hours per workweek (and not to exceed 1500 hours per year), based on the needs of the Department or City. This definition shall apply to both "exempt" and "non-exempt" employees, as defined in this Handbook.

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TEMPORARY EMPLOYEES

"Temporary employees" are those employees who are hired to work on a specific project or for a specific length of time, generally not to exceed six (6) months The exact length of employment may or may not be known on the date of hire.

Some examples of temporary employees include, but are not limited to: Interns, Seasonal Employees, or Individuals Hired as Temporary Replacements for Existing Employees on an Extended Leave of Absence.

Temporary employees may work on a full-time or part-time basis and may be classified as either exempt or non-exempt.

Temporary employees are not eligible for any other benefit programs described in this Handbook or otherwise provided by the City of Grain Valley.

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EMPLOYMENT ELIGIBILITY VERIFICATION (I-9)

POLICY

The City of Grain Valley is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law.

As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the City will be required to terminate their employment immediately.

DRAFT

VERIFICATION OF EMPLOYMENT

POLICY

So that the City can handle requests for job references and/or employment verification in a consistent, fair and lawful manner, all requests for official job references on behalf of the City should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the City's behalf for current or former employees.

PROCEDURE

All requests must be forwarded to Human Resources.

The following information will be provided to an individual seeking an employment verification:

1. Position Title(s)
2. Dates of Employment

The City of Grain Valley will provide information on salary and/or wages earned by an employee only upon receiving written consent by the employee prior to fulfilling the request.

DRAFT

NEPOTISM – EMPLOYMENT OF RELATIVES

POLICY

A familial relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative in a position where the potential for favoritism or a conflict exists.

If two employees are or become related, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

In situations involving elected or appointed officials, the City shall not employ persons, unless the employment precedes the appointment, immediately related to an elected official of the City, appointed Commission, or Board member, during the term unless the employment precedes the election. Employees may retain employment during the term of the appointed official if the employment precedes the appointment, if not in the same department, or upon a vacancy in another department in which the employee has the skills and abilities necessary for the position.

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REHIRE OF FORMER EMPLOYEES

INTRODUCTION	As a former employee, you may be considered for rehire if a position which matches your abilities and experience is available, and if you left the City of Grain Valley in good standing and are eligible for rehire.
ELIGIBILITY FOR REHIRE	Good standing is obtained by providing the City of Grain Valley a minimum two-week notice of intent to resign a position and have no disciplinary action counseling reports, which led to the former employee's separation of employment.

DRAFT

SECTION 8
COMPENSATION

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DRAFT

WAGE AND SALARY ADMINISTRATION

APPROVAL OF WAGES AND SALARIES	Salaries or wages of all employees, except those that have been expressly prescribed by ordinance, shall be determined by the City Administrator.
SALARY ADJUSTMENTS	Salary adjustments may be given annually based on Cost of Living Adjustments ("COLA") as approved by the Board of Aldermen and/or through a Merit-based process conducted at budget time by your Department Head and the City Administrator.
EXTERNAL EQUITY	The City of Grain Valley strives to maintain salaries and benefits that will attract and retain high quality and competent people. Given the financial ability of the City of Grain Valley, we make an effort to keep employee compensation comparable to those in similar positions by those providing similar services.
ADDITIONAL INFORMATION	If you have a question regarding your compensation, please see your Department Head.

DRAFT

PAY PERIODS AND PAYCHECKS

INTRODUCTION

Employees are paid bi-weekly or every other Friday. The City requires employees to utilize direct deposit for the payment of wages. Employees who receive a paper check prior to the 2020 updated handbook may continue.

DIRECT DEPOSIT

Funds will be deposited into the account(s) of your choosing.

You will receive a pay statement identifying earnings for the pay period, as well as required-by-law deductions and any elected deductions made from your pay. This information will be issued to an active email account of your choice that you will provide to Human Resources at the time of hire.

PAPER CHECK

If elected via the appropriate paperwork, you will receive a paper check for use as you choose.

This option will include a pay statement stub identifying earnings for the pay period, as well as required-by-law deductions and any elected deductions made from your pay.

REPORTING ERRORS AND OBTAINING MORE INFORMATION

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact the Finance Department, Human Resources, a supervisor or any other member of management.

Every report will be fully investigated, and the City will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The City complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the City, even if the reports do not reveal any errors or wrongdoing.

DRAFT

PERSONAL DATA

PERSONAL DATA CHANGES

To better assist employees and/or their families in the event of personal emergencies, the City needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping, payroll and benefits related purposes. Please report any personal data changes in writing to Human Resources within a week of the change.

Items to report include:

1. Name, email, street address or telephone change
2. Changes in dependents that affect insurance coverage (e.g., births, deaths, marital status)
3. Changes in beneficiaries
4. Emergency contacts
5. W-4 changes
6. Direct deposit information changes and/or additions
7. Additional coverage changes (e.g. accidental, short-term disability, retirement)

DRAFT

TIME RECORDS

INTRODUCTION

Exempt and non-exempt employees are required to prepare and turn in a time sheet to payroll.

Time sheets are the official document for recording the following information:

1. Vacation Time
2. Sick Leave
3. Overtime
4. Compensatory Time
5. Time Worked
6. Holidays
7. Other Time Off

EMPLOYEE RESPONSIBILITY

You are responsible for keeping your own daily time sheet, indicating when you started and stopped working, including arrival, departure, and meal break times.

Your supervisor and/or Department Head will approve your daily time sheets prior to submitting to the payroll division in such form, as specified by the City Administrator.

Time sheets are due to the payroll division by 10:00 a.m. on the day after the applicable pay period ends.

FALSIFICATION OF PAYROLL RECORDS

Intentionally completing another person's time record, unless as directed by your supervisor and/or Department Head in emergency cases, is prohibited.

You must not submit time records that do not accurately reflect hours worked.

If you forget to sign in or out on the time sheet, notify your supervisor and/or Department Head immediately.

APPROVAL FOR CHANGES

All changes made to your time sheet must be initialed and dated by you, your supervisor, and your Department Head.

FAILURE TO COMPLY

Failure to comply with this policy will result in disciplinary action, up to and including termination of employment.

DRAFT

OVERTIME

POLICY

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor or Department Head. Working overtime without prior authorization may result in disciplinary action.

REQUIRED APPROVALS

Arrangements for overtime work must be scheduled or approved by the employee's supervisor and/or Department Head. Working overtime without prior authorization may result in disciplinary action.

Approved overtime must be noted by the supervisor and/or Department Head on the employee's timesheet.

OVERTIME PAY FOR NON-EXEMPT EMPLOYEES

Overtime shall be compensated for non-exempt employees in accordance with the following provisions:

1. Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
2. Overtime shall be paid at time of one and one-half (1½) of your current rate for all hours worked beyond forty (40) hours during a defined work period.
3. Overtime is considered mandatory and is to be authorized only by your supervisor and/or Department Head.
4. Hours worked during the established work period shall include all time you are actually at work and required to be on duty, or confined to a particular place at the request of the City.
5. Holidays will be counted toward hours worked when determining total hours worked for overtime purposes.
6. Vacation, sick leave, or other authorized leave shall be counted as hours worked for the purpose of calculating overtime.

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OVERTIME PAY FOR COMMISSIONED, NON-EXEMPT EMPLOYEES	Overtime shall be compensated for commissioned, non-exempt employees working 12 hour shifts, at time of one and one-half (1½) for any hours worked over eighty (80) during a defined pay period. Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
NOTIFICATION OF REQUIRED OVERTIME	Reasonable advance notice of a minimum of two (2) hours shall be provided to employees whenever overtime is required by a supervisor and/or Department Head. Such notice may be waived in emergency situations affecting the health, welfare, or safety of the community.
FAILURE TO WORK REQUIRED OVERTIME	Disciplinary action may be taken against employees who, without good or sufficient reason refuse to work overtime, fail to appear when scheduled to work overtime; or fail to appear after having indicating they would work overtime.
EXEMPT EMPLOYEES	Exempt employees shall not be eligible for overtime pay.

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COMPENSATORY TIME

NON-EXEMPT EMPLOYEES	Compensatory time off ("Comp. Time") in lieu of immediate overtime pay shall be allowed as an alternative to allow for both operating and budgetary flexibility at the discretion of the supervisor and/or Department Head.
RATE FOR NON-EXEMPT EMPLOYEES	An employee receives time off at their standard rate when hours do not exceed forty (40) hours in the defined work period. Hours worked which exceeds forty (40) hours in a defined work period shall receive compensatory time at a rate of one and one-half (1 ½) hours per hour worked in excess of forty (40) hours.
ACCUMULATION OF HOURS FOR NON-EXEMPT EMPLOYEES	In no case shall compensatory time be allowed to accumulate in excess of forty (40) hours, and must be taken as time off during the calendar year in which it is earned. An employee who has accrued forty (40) hours of compensatory time will receive overtime pay for any additional hours worked over the defined work period.
SCHEDULED TIME OFF	When scheduling time off, it is required that compensatory time be used before vacation and/or personal time earned by and/or provided to you.
UNUSED TIME	Any unused compensatory time at the end of the calendar year will be paid to you in the last paycheck for the year in which time was earned, minus applicable taxes.
COMMISSIONED, NON-EXEMPT EMPLOYEES	Commissioned, non-exempt employees receive time off at their standard rate when hours do not exceed eighty (80) hours in the defined payroll period. Hours worked which exceeds eighty (80) hours in a defined pay period will receive compensatory time at a rate of one and one-half (1½) hours per hour worked in excess of eighty (80) hours.
ACCUMULATION OF HOURS FOR COMMISSIONED, NON-EXEMPT EMPLOYEES	In no case shall compensatory time be allowed to accumulate in excess of forty (40) hours, and must be taken as time off during the calendar year in which it is earned. An employee who has accrued forty (40) hours of compensatory time will receive overtime pay for any additional overtime hours worked.

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SCHEDULED TIME OFF	The City of Grain Valley will make every attempt to schedule time off in the same pay period as the period the compensatory time is earned.
EXEMPT EMPLOYEES	Exempt employees or those employed in a bona fide executive, or professional capacity shall not be eligible for compensatory time.

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ON CALL AND CALL BACK PAY

POLICY	To ensure that employees will be available to address and resolve issues that may arise, the City has instituted this on-call compensation policy to cover those nonexempt employees who may be required to be on-call and/or come back into work following their regularly scheduled shift.
ON-CALL PAY	Nonexempt on-call employees shall be paid at their normal rate of pay for any time actually worked while on-call, as specified in this policy. Employees who are not required to perform any work during their on-call shift shall be paid one (1) day's regular pay for each week worked on call.
CALL BACK PAY	Nonexempt employees who are called back to work shall be paid at their normal rate of pay for any time actually worked when called back after their regular working hours.
OVERTIME AND COMPENSATORY TIME	Nonexempt employees will be paid any applicable overtime rate if the time actually spent carrying out assigned duties during the call-in and/or come back time qualifies as overtime hours.

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PROMOTIONS, TRANSFERS AND DEMOTIONS

PROMOTIONS AND TRANSFERS

You may be considered for available promotions or transfers if you possess and display the needed skills to handle a higher or different position.

DEMOTIONS

Department Heads may demote you for cause after notification to the City Administrator.

A written statement of the reasons for any such action shall be furnished to you at least seven (7) calendar days prior to the effective date of the action.

No demotions shall be made unless you are qualified for employment in the lower class.

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DEDUCTIONS FROM PAY

FEDERAL AND STATE LAW REQUIREMENTS

Federal and state law requires certain deductions from your pay, which include federal, state and local withholding taxes and social security.

VOLUNTARY DEDUCTIONS

These deductions, along with any voluntary deductions (e.g., insurance premiums, 457(b) contributions, etc.), and any garnishments against your pay, will be withheld each pay period.

GARNISHMENTS

When necessary, the City of Grain Valley will, according to law, accept court ordered wage assignments and garnishments and process them in the legally prescribed manner; which involves withholding the required amount from each paycheck until the debt is paid.

In the case where a garnishment is received, Human Resources will inform you, in writing, of said garnishment.

REPORTING IMPROPER DEDUCTIONS FROM PAY

If you believe that the City of Grain Valley has improperly deducted amounts from your salary that should not have been deducted, you should immediately contact the Finance Department. If it is determined that the deduction was improper, you will be reimbursed for the deduction on your next regularly scheduled paycheck.

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PAY RATE ADJUSTMENTS

INTRODUCTION

The following personnel actions shall affect your pay status in the manner described below.

All adjustments to pay will commence at the beginning of the next pay period following the approved change.

TRANSFER

When you are transferred between departments and divisions of the organization or between positions within the same grade, your salary rate can differ or can remain unchanged. This decision will be made at the discretion of the Department Head of the department of which you will be transferred.

PROMOTION TO A GRADE HAVING A HIGHER MINIMUM SALARY

When you are promoted to a position in a grade having a higher minimum salary rate, your salary rate shall be increased to the minimum wage of the job classification's pay grade, or a five percent (5%) wage increase, whichever is the greatest.

Discretion can be used by the Department Head to increase the wage more than five percent (5%).

PROMOTION TO A GRADE WHERE EMPLOYEE SALARY IS HIGHER THAN THE MINIMUM

When you are promoted to a position in a higher grade but your current salary is higher than the minimum salary of the new grade, your salary shall be increased five percent (5%), not to exceed the maximum salary of the grade.

Discretion can be used by the Department Head to increase the wage more than five percent (5%), so long as the rate does not exceed the maximum salary of the grade.

PERFORMANCE/ MERIT INCREASE

When you are promoted, you shall not be eligible for a merit increase for a period of one (1) year from the time of the promotion and the successful completion of the probationary period. You are eligible for COLA increases within that period, however.

TEMPORARY ASSIGNMENT TO A HIGHER LEVEL

When you are assigned temporarily to work in a regular position in a grade with a higher maximum salary than your own, you shall be compensated at the minimum rate established for the higher grade when you are performing in the higher grade for at least fifty (50%) of a normal pay period.

If your salary equals or is greater than the minimum salary of the higher grade, a minimum of a five percent (5%) increase salary differential will be paid for the temporary assignment to a higher-level position. Temporary assignment is defined as assignment to a vacant position.

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INVOLUNTARY DEMOTION

When you are involuntarily demoted for disciplinary or similar reasons from a position in one grade to a position in a grade having a lower maximum salary rate, your salary shall be reduced to be within the pay range established for the position to which you are demoted. This decision is left to the discretion of your Department Head.

You shall not be eligible for promotion or a salary increase for a period of one (1) year from the time of demotion. You are eligible for COLA increases within that period, however.

VOLUNTARY DEMOTION

When you are voluntarily demoted from a position in one grade to a position in a grade having a lower pay range, your rate of pay shall be reduced as necessary to place it within the pay range assigned to the lower grade.

SALARY REDUCTION

A Department Head may request, for cause, the reduction of your salary within your assigned pay range.

Such a reduction shall not exceed your salary or reductions to the minimum pay for the range (whichever is less) and shall be approved by the City Administrator.

NOTIFICATION OF PAY DEDUCTION

Notice of intention to effect a reduction in pay and the reasons for such action shall be given to you and to the City Administrator not less than thirty (30) calendar days prior to the proposed affected date of salary reduction.

APPEAL TO THE CITY ADMINISTRATOR

You may appeal in writing to the City Administrator for a meeting within five (5) calendar days of notice of change in salary.

The City Administrator shall hear matters pertinent to the change. The City Administrator shall forward one (1) copy of the course of action she/he intends to follow to you and one (1) copy to the Department Head.

If appeal to the City Administrator fails to resolve the issue, you may follow the procedures outlined herein as in any other grievance.

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PAY ANNIVERSARY DATES

INTRODUCTION	The effective date of any salary increase or decrease, including COLA, shall be submitted at budget time and approved by the Board of Aldermen.
NEW HIRES/COLA INCREASE	New hires will receive the COLA increase, as approved by the Board of Aldermen.
MERIT INCREASE	The merit rate increase will be prorated depending on hire date:

January • February • March	100%
April • May • June	75%
July • August • September	50%
October • November • December	Not Eligible

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SECTION 9
BENEFITS

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BENEFITS OVERVIEW

INTRODUCTION

Benefit plans offered by the City of Grain Valley are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for your inspection. The City and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the City.

The City of Grain Valley reserves the right to change the benefits offered to employees.

Employees should contact Human Resources for detailed benefits information.

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HEALTH AND DENTAL INSURANCE

ELIGIBILITY

The City currently offers medical and dental insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws.

If you are a full time employee scheduled to work an average of thirty (30) hours or more per week, you are eligible for the City of Grain Valley's health and dental insurance on the first day of the next month following your hire date. If hire date occurs on the first day of the month, benefits are effective on the first day of the month following your hire date.

Eligibility for group health insurance is determined by the plan documents.

PAYMENT OF PREMIUMS

Premium payments for health and dental coverage are determined by the Board of Aldermen. For information on these payments and your responsibility, please contact Human Resources.

DEPENDENT COVERAGE PREMIUM

When you elect dependent coverage, your portion of the dependent premium is automatically deducted, pre-tax, from your paycheck.

ENROLLMENT

Enrollment forms are to be completed no more than (5) working days after orientation. Changes to your benefit selections may be made only during open enrollment or with a qualifying event. Please ask Human Resources for instances deemed to be qualifying events.

OPTING OUT OF THE HEALTH PLAN

If you are covered through another health plan, you are not required to participate in the City's program. Proof of coverage is required upon your declining of coverage, and a copy of current proof of health insurance will be kept in your official personnel file.

LEAVE OF ABSENCE

During an authorized leave of absence with pay, insurance coverage will be continued.

In the event you are authorized for leave of absence without pay, the City and you are mutually responsible for arranging for insurance coverage.

At all times during your leave of absence, you are required to pay your portion of the premiums.

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UPON SEPARATION FROM EMPLOYMENT	The City of Grain Valley's contributions toward your premium shall end on the last day of the month of separation (with or without cause), except as provided for in an employment or separation agreement. You are responsible for your portion of all premium payments for the remainder of the month in which your separation from employment occurs. This may result in a possible increased deduction on your final paycheck. You may be eligible and qualified to continue benefits at your expense *(see COBRA in the Employee Relations Section of this handbook).*
INCREASE IN PREMIUMS	The City of Grain Valley reserves the right to ask you to pay for any increase in insurance premium or for the entire amount if deemed necessary.
NOTICE OF CHANGES	Premiums, contributions, and/or coverage are subject to change. The City of Grain Valley will provide at least thirty (30) days written notice of changes in the terms as governed by the plan documents.
PART-TIME EMPLOYEES	Part-time employees are not eligible to participate in City of Grain Valley health or dental insurance programs.
FOR ADDITIONAL INFORMATION	For more details contact Human Resources or review the summary plan description.

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VISION INSURANCE

ELIGIBILITY	If you are a full time employee scheduled to work an average of thirty (30) hours or more per week, you are eligible for the City of Grain Valley's voluntary vision insurance on the first day of the next month following your hire date. Eligibility for group vision insurance is determined by the plan documents.
PAYMENT OF PREMIUMS	You are responsible for payment of the entire premium. This payment will be automatically deducted, pre-tax, from your paycheck.
ENROLLMENT	Enrollment forms are to be completed during orientation, and changes may be made only during open enrollment or with a qualifying event.
INCREASE IN PREMIUMS	The City of Grain Valley reserves the right to ask you to pay for any increase in insurance premium if deemed necessary.
NOTICE OF CHANGES	Premiums, and/or coverage are subject to change. The City of Grain Valley will provide a minimum of thirty (30) days written notice of changes in the terms as governed by the plan documents.
PART-TIME EMPLOYEES	Part-time employees are not eligible to participate in the City of Grain Valley vision insurance program.
FOR ADDITIONAL INFORMATION	For more details contact Human Resources or review the summary plan description.

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FLEXIBLE SPENDING ACCOUNTS

INTRODUCTION	You have the option to enroll in the City of Grain Valley sponsored Flexible Spending Account ("FSA") plan to utilize tax savings through pre-tax spending accounts. FSA participation enables you to make pre-tax contributions to pay for eligible covered accounts.
ENROLLMENT	Enrollment forms are to be completed no more than (5) working days after orientation. Changes to your benefit selections may be made only during open enrollment or with a qualifying event. Please ask Human Resources for instances deemed qualifying events.
PAYROLL DEDUCTIONS	Deductions for FSA contributions will begin the first applicable payroll; provided payroll deadlines are met in relation to the submission of all application forms. The amount that you choose to be placed in your FSA account(s) will be prorated to meet the deadlines of the plan year.
REIMBURSEMENTS	For those who qualify under a health FSA account, the full amount of your contribution to the FSA will be available for reimbursement on the first day of the plan year. Dependent Care FSA reimbursements will be allowed as the contributions are made. For further clarification on FSA reimbursement policy, please contact Human Resources.
RE-ENROLLMENT	You must re-enroll each year by completing an enrollment form during the open enrollment period.
OPEN ENROLLMENT	Open enrollment elections take effect on July 1. You will be notified of the annual open enrollment period. Contribution amounts may be changed at that time.
ACCOUNT BALANCES	FSA spending account balances not spent by the end of the plan year will be forfeited. You are strongly advised to consider plan restrictions, as well as tax implications, before enrolling.

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UNPAID LEAVE OF ABSENCE	When you take an unpaid leave of absence, you may not contribute to your FSA account(s) during months in which you are not paid.
EMPLOYMENT SEPARATION	When coverage ends due to employment termination or loss of eligibility, your participation may be continued as provided by COBRA on an after-tax contribution basis. Account usage is reconciled and advance adjustments are made as necessary as part of the final check preparation.

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HEALTH SAVINGS ACCOUNTS

INTRODUCTION	You have the option to enroll in the City of Grain Valley sponsored Health Savings Account ("HSA") to utilize tax savings through a pre-tax spending account in accordance with IRS' health savings account guidelines. HSA participation enables you to make pre-tax contributions to pay for eligible covered health expenses.
PAYROLL DEDUCTIONS	Deductions for HSA contributions will begin the first applicable payroll; provided payroll deadlines are met in relation to the submission of all application forms. The amount that you elect placed in your HSA account will be deducted from your paycheck and deposited into a designated account set up by the City in your name. HSA contribution amounts can be changed throughout the benefit plan year.
RE-ENROLLMENT	You must re-enroll each year by completing an enrollment form during the open enrollment period.
OPEN ENROLLMENT	Open enrollment elections take effect on July 1. You will be notified of the annual open enrollment period.
ACCOUNT BALANCES	HSA spending account balances not spent by the end of the plan year will be rolled over to the next plan year. When financially allowed, the City will contribute to your HSA account, when applicable. The money deposited into your account by the City in addition to your annual contribution must meet federal regulated guidelines.
UNPAID LEAVE OF ABSENCE	When you take an unpaid leave of absence, you may still contribute to your HSA account during months in which you are not paid.
EMPLOYMENT SEPARATION	When coverage ends due to employment termination or loss of eligibility, your participation may be continued as provided by COBRA on an after-tax contribution basis.

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DISABILITY INSURANCE

ELIGIBILITY	Employees hired as "full-time" and are scheduled to work an average of thirty (30) hours or more per week are eligible for the City of Grain Valley's short-term and long-term disability insurance program the first day of the next month following your hire date.
PAYMENT OF THE PREMIUMS	The City of Grain Valley agrees to pay one-hundred percent (100%) of your entire short-term disability premium. You are responsible for payment of the entire long-term disability premium. This payment will be automatically deducted, pre-tax, from your paycheck.
UPON TERMINATION	Upon your termination of employment (with or without cause), the City of Grain Valley's contributions toward your premium shall end effective immediately.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the City of Grain Valley disability program.
FOR ADDITIONAL INFORMATION	Please consult with Human Resources, or refer to your insurance plan booklet, which can also be obtained by contacting Human Resources.

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LIFE INSURANCE

ELIGIBILITY	Employees hired as "full-time" and are scheduled to work an average of thirty (30) hours or more per week are eligible for the City of Grain Valley's life insurance the first day of the next month following your hire date.
PAYMENT OF THE PREMIUMS	The City of Grain Valley agrees to pay one-hundred percent (100%) of your entire premium.
UPON TERMINATION	Upon your termination of employment (with or without cause), the City of Grain Valley's contributions toward your premium shall end effective immediately.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the City of Grain Valley life insurance benefit.
FOR ADDITIONAL INFORMATION	Please consult with Human Resources, or refer to your insurance plan booklet, which can also be obtained by contacting Human Resources.

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RETIREMENT PLANS

INTRODUCTION

Employees hired as "full-time" and are scheduled to work an average of thirty (30) hours or more per week will be enrolled in the Missouri Local Government Employees Retirement System ("LAGERS") retirement plan in accordance with the terms and conditions set forth in the City of Grain Valley plan documents.

The City of Grain Valley also offers optional retirement plans such as a457(b) retirement plan and Roth IRA to all full-time employees.

LAGERS

LAGERS provides that the City will contribute a defined percentage of money to a retirement plan based off of your salary type of service with the City. The City will begin contributions into this account six (6) months after your start date. You will be considered "vested" after five years of employment with the City of Grain Valley and/or another Missouri public entity participating in the LAGERS program.

The City of Grain Valley LAGERS plan does not allow for contributions from employees into their account.

OPTIONAL RETIREMENT PLAN

The City of Grain Valley offers an optional 457(b) Retirement Plan to all full-time employees. This plan is based on contributions made solely by the employee and it is at their discretion to participate as well as decide on the contribution type and amounts.

FOR ADDITIONAL INFORMATION

Refer to the LAGERS and optional retirement plan information as provided by City of Grain Valley.

For or additional information contact Human Resources.

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TUITION ASSISTANCE

POLICY

Full-time employees are encouraged to take advantage of educational and vocational courses. The City recognizes this as your effort to help improve performance in your current position and to better prepare you for promotions to higher level positions in the organization.

**Please Note: The City of Grain Valley will not pay for an employee's attempt to obtain a Master's or Doctorate degree.*

APPLICATIONS

Prior to your enrollment in the course(s), applications for educational assistance are to be submitted to your Department Head and forwarded to the City Administrator for review and approval.

The institution for which you are seeking a degree must be accredited through the U.S. Department of Education. Proof of accreditation must be included in your application for educational assistance.

In reviewing an application for educational assistance, consideration will be given to all other forms of assistance you may be receiving.

REIMBURSEMENT

Upon completion of any approved course, the following reimbursement will occur based on the grade in which you receive:

- A: 100%
- B: 80%
- C: 70%
- D: 0%
- F: 0%

Please note the following regarding reimbursement:

1. Reimbursement will occur only based upon available appropriations.
2. All other expenses incurred in connection with the course are to be borne by you.
3. All courses must be scheduled on off-duty hours.

VOLUNTARY TERMINATIONS

If you voluntarily resign your employment within two (2) years of completing courses, you will be required to refund the City all school reimbursements.

If you voluntarily resign your employment within three (3) years of completing courses, you will be required to refund the City fifty percent (50%) of all reimbursements.

SERVICE AGREEMENT

As a condition of participation in the tuition reimbursement program, you are required to sign a service agreement.

The agreement details the terms and conditions of the program.

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FOR ADDITIONAL INFORMATION	For more information, contact your Department Head/Supervisor.

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SERVICE AWARDS

POLICY

To celebrate service anniversaries in a meaningful way for our employees, the City of Grain Valley offers awards to employees to express our gratitude and also to provide a tangible reminder of the occasion and of the employee's contribution to the City.

ADMINISTRATION

Eligible employees must hold a permanent full-time position with the City. Full-time employees hired before January 2020, will be recognized for any part-time years of service in determining their years of service under the program. Employees will be recognized every 5th anniversary with a service pin and the corresponding payroll amount. Service pins will be uniform and the payroll amount is set forth in this policy as follows:

Years of Service	Service Pin Color	Amount
5	Sapphire Blue	$50.00
10	Amethyst	$100.00
15	Champagne	$150.00
20	Emerald	$200.00
25	Crystal	$250.00
30	Alexandrite	$300.00
35	Garnet	$350.00

Human Resources will notify Payroll to issue the employee monetary years of service recognition. Employees will receive a payroll amount during their anniversary pay period.

OVERSIGHT

The City Administrator and his/her designee will oversee the program and recognize each employee with a service pin on or near the employee's anniversary.

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EMPLOYEE ASSISTANCE PROGRAM

INTRODUCTION	The City of Grain Valley will provide confidential and voluntary assistance to you and your immediate family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, childcare problems, etc.
REFERRALS	You and your family members can refer yourselves to the Employee Assistance Program ("EAP").
COUNSELING SERVICES	EAP counselors are available to meet with you or your family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where you may be in need of information, a referral or suggestion may be made over the telephone.
FEE	There is no charge for you or your family to use the services of the EAP.
EMPLOYEE RESPONSIBILITY	Rehabilitation is your responsibility.
DISCIPLINARY ACTION	An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

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CONFIDENTIALITY	All records of your use of the EAP program are confidential and no record of that referral, other than in statistical form, will be provided to or kept by the City of Grain Valley. The City of Grain Valley will not be provided with information regarding your or your family members' problem identified by the EAP or regarding the nature of the treatment recommended for you. This service will not jeopardize job security or promotional opportunities. Nothing contained herein shall prohibit you from consenting to the release of your records by the EAP provider.
CONTACT INFORMATION	The program may be reached twenty-four (24) hours a day on weekdays and weekends. Please contact Human Resources for more information.

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SECTION 10
TIME AWAY FROM WORK

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VACATION TIME

ELIGIBILITY

Full-time employees shall earn vacation time on a monthly accrual basis for each calendar month worked.

Eligible employees will begin accruing vacation time beginning the first day of the succeeding month following their date of hire. Accrued vacation time is reflected on the employee's pay stub when the last day of the pay period falls within the month it is to be accrued.

REQUEST FOR TIME OFF

Every attempt will be made to honor each request for time off. Approval by your supervisor or Department Head is based on the hardship to the City, seniority, and the number of requests for the same dates.

POLICY

Accrued monthly according to years of service[1]:

Years of Continuous Service	*Hours Accrued per Month*	*Annual Hours*	*Maximum Accumulation*
Years 0 thru 5	8 hours	96 hours	192 hours
Years 6 thru 10	10 hours	120 hours	240 hours
Years 11 thru 15	12 hours	144 hours	288 hours
16 Years or more	14 hours	168 hours	336 hours

EARNING VACATION TIME

Vacation time is earned at the end of each month beginning on the first day of the succeeding month following the date or hire, and may be taken as soon as it has been earned.

Vacation time is not earned during an unpaid leave of absence.

TIME ACCUMULATION AND FORFEITURE

As a full-time employee, you may accumulate or "bank" vacation for up to two (2) years time, based on your rate of accrual *(please refer to the chart above)*.

Unused vacation time above the maximum accumulative amount will be forfeited. The City of Grain Valley does not buy back or pay you for unused forfeited time.

HOLIDAY

If a holiday occurs during an approved vacation, the holiday is not counted as vacation time.

[11]Accrual in a milestone anniversary year will occur on the month following the anniversary month.

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VACATION PAY	You are compensated for vacation time at your current rate of pay, not at the rate when accumulated.
ACCRUED, UNUSED VACATION PAYOUT	Accrued, unused vacation shall be paid out at the time of employment separation (with or without cause); and is subject to all taxes applicable by law. Vacation Payout does not apply for unused forfeited time.
UPON DEATH	Upon your death, accrued, unused current year and banked vacation time shall be paid to your designated beneficiary as outlined in your life insurance policy paid by the City.
PART-TIME AND SEASONAL EMPLOYEES	Part-time and seasonal employees are not eligible to participate in the vacation benefit. If you move from a full-time to part-time or seasonal position, you will receive a payout of your accrued time on the paycheck to precede your status change date.
RE-EMPLOYMENT	When you are re-employed with the City, your re-hire date shall be the basis of computation of vacation time.

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SICK LEAVE

POLICY

Full-time employees shall accrue sick leave at a rate of eight (8) hours per month; ninety-six (96) hours per year, for each calendar month worked.

Eligible employees will begin accruing sick time beginning the first day of the succeeding month following their date of hire. Accrued sick leave is reflected on the employee's pay stub when the last day of the pay period falls within the month it is to be accrued.

The maximum accumulated sick leave limit is nine hundred and sixty (960) hours.

Unused sick time above the maximum accumulative amount will be forfeited.

The City of Grain Valley does not buy back or pay you for unused forfeited time.

VOLUNTARY TERMINATION OR RETIREMENT

Upon resignation or retirement, eligible employees hired before July 1, 2015 shall receive, for accumulated sick leave, the following percentage pay out.

Years of Continuous Service	*Payout Percentage*
Years: 0-5	0%
Years: 6-10	10%
Years: 11-20	25%
Years: 21 +	50%

Employees hired after July 1, 2015 shall forfeit accumulated sick leave.

PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

Part-time, temporary and seasonal employees do not earn sick leave.

If you move from a full-time to part-time or seasonal position, you will receive a payout of your accrued time on the paycheck to precede your status change date.

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UNEARNED ACCRUED SICK LEAVE	Sick leave may never be taken in advance of earned time. Use of accrued sick leave for absence from duty is not a privilege at your discretion, but shall be allowed only in the event of your absence from duty during scheduled workdays, or as hereafter provided, due to illness or disability to yourself; or in case of illness in your immediate family, which necessitates your absence from employment.
LAST TWO WEEKS OF TENURE	Sick leave will not be granted during the last two (2) weeks of your tenure. Any absence during the last two (2) weeks will be charged to compensatory time, personal time, vacation or leave without pay.
NOTIFICATION TO THE DEPARTMENT HEAD OR SUPERVISOR	You must keep your supervisor or Department Head informed of your condition if the absence is more than a two (2) day duration. When you find it necessary to be absent, you shall notify your supervisor or Department Head as soon as possible, or at minimum thirty (30) minutes prior to the time scheduled for reporting to work. Notification must be in person or over the telephone. Unless the absence is reported as specified, the time off is taken without pay. Paid time off for an absence is not automatic.
MEDICAL CERTIFICATION	When sick leave is in excess of three (3) working days, or if abuse of sick leave is indicated, your supervisor or Department Head may require a signed certificate from your attending physician.
ILLNESS WHILE ON VACATION	If the illness occurs while on vacation, vacation time shall not be refunded and sick leave applied, unless such illness is certified by a physician and approved by your Department Head.
PAYROLL TIME SHEET	All absences must be appropriately recorded on your payroll time sheet along with accompanying documentation signed by your supervisor or Department Head to accurately record and maintain a sick leave record.

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SICK LEAVE DONATION POLICY

POLICY

You can request sick leave donation only when the following qualifications are met:

1. You have used all of your sick, vacation, personal and compensatory time earned.
2. You must be on an approved, unpaid leave of absence. A formal request for sick leave donation is filled out at least one (1) pay period prior to your need for time; minus extenuating circumstances that would not allow for that amount of notice to be given.
3. Only the employee's name and total amount of requested donation will be provided to donators by Human Resources.
4. Each employee can use one hundred and forty-seven (147) hours of time given under this policy.
5. You will be paid at your current rate of pay at the time your request is made.

DONATING SICK LEAVE

You can donate sick leave only when your own personal sick time does not fall below 80 hours after your donation.

Donations will be in four (4) hour increments.

If more time is donated then needed, the time will not be taken from you, the donating party.

PROCEDURE

The following procedure will be maintained when a request for donation is made:

Step	Action
1	A Request for Donation form is completed.
2	The completed Request for Donation form is submitted to Human Resources at least one (1) pay period prior to your need for time; minus extenuating circumstances that would not allow for that amount of notice to be given.
3	Human Resources will send a request to employees for a donation.
4	Employees who are willing to donate time shall complete a Time Donation form.
5	Completed Time Donation forms are submitted to Human Resources within five (5) business days.

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6	Human Resources will notify the requesting employee of the total number of hours donated. **Please Note: If less time is donated than needed by the requestor, the requesting party will need to find alternative arrangements and will be required to follow absence policy guidelines.*
7	Human Resources will provide Payroll with employees in which time should be taken. Time will be taken in four (4) hour increments from each employee in a rotational format.

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FAMILY AND MEDICAL LEAVE (FMLA)

PURPOSE

The City of Grain Valley will grant family and medical leave in accordance with the requirements of applicable law in effect at the time the leave is granted. This policy is established in compliance with the Federal Family and Medical Leave Act of 1993 (FMLA).

ELIGIBILITY

1. To be eligible for FMLA Leave benefits, employees must: Have worked for the City of Grain Valley for a total of 12 months
2. Have worked at least 1,250 hours over the previous 12 months.

   Note: The 12-month period will be measured backward from the date the leave was requested.

REASONS FOR FMLA LEAVE

When you are eligible, you may take FMLA leave for one of the following reasons:

1. The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
2. To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
3. An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
4. A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
5. To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

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DEFINITIONS

"Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

"Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

"Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

"Key employee" means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

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LENGTH OF LEAVE

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the City is the 12-month period measured backward from the date the leave was requested.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

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INTERMITTENT OF REDUCED SCHEDULE LEAVE

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one quarter. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations. Please contact Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the City may later require employees to obtain recertification of their need for leave. For example, the City may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

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NOTICE AND CERTIFICATION

BONDING, FAMILY CARE, SERIOUS HEALTH CONDITION AND MILITARY CAREGIVER LEAVE REQUIREMENTS

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the City's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the City in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the City's operations. Please contact Human Resources prior to scheduling planned medical treatment.

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RECERTIFICATIONS AFTER GRANT OF LEAVE

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the City may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the City may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the City receives information that casts doubt upon the employee's stated reason for the absence. In addition, the City may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the City will be at the employee's expense.

MILITARY EMERGENCY LEAVE REQUIREMENTS

Employees are required to provide:

As much advance notice as is reasonable and practicable under the circumstances;

A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and

A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources Division.

FAILURE TO PROVIDE CERTIFICATION AND TO RETURN FROM LEAVE

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the City may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

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COMPENSATION DURING LEAVE

Generally, FMLA Leave is unpaid. However, the City will require employees to use accrued paid leave to cover all of the FMLA leave, using personal leave first, then sick leave, then vacation leave prior to any unpaid leave. The use of paid benefits will not extend the length of a FMLA Leave.

BENEFITS DURING LEAVE

The City will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the City may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

JOB REINSTATEMENT

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

CONFIDENTIALITY

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the City as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

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FRAUDULENT USE OF FMLA PROHIBITED	An employee who fraudulently obtains Family and Medical Leave from the City is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the City will take all available appropriate disciplinary action against such employee due to such fraud.
NONDISCRIMINATION	The City takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

DRAFT

HOLIDAYS

POLICY

All regular full time employees of the City shall receive eight (8) hours compensation at their current rate for the twelve (12) holidays listed in this section.

All holidays must be taken in the calendar year in which they occurred.

Personal holiday may be taken after thirty days (30) of employment, and must be taken in the year it is given.

HOLIDAYS

The twelve (12) holidays include the following:

New Years Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving	4th Thursday in November
	4th Friday in November
Christmas Eve	December 24th
Christmas	December 25th
Personal Day	Employee Discretion with Department Head Approval

HOLIDAYS THAT FALL ON SATURDAYS OR SUNDAYS

In the event any of the above holidays fall on Saturday, the day before shall be observed as such holiday. If the holiday falls on a Sunday, the day after shall be observed as such holiday.

SICK LEAVE

Incapacity due to sick leave the day prior to or after the holiday shall not be construed as voiding this provision, although your Department Head or the City Administrator may require proof of incapacity.

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PART-TIME, TEMPORARY OR SEASONAL EMPLOYEES	Part-time, temporary or seasonal employees are not eligible for paid holidays.
COMMISSIONED POLICE OFFICERS	Commissioned Police Officers shall receive eight hours pay for each recognized holiday, and shall additionally be paid time-and-one-half for all hours actually worked on any holiday.

DRAFT

LEAVES OF ABSENCE

POLICY	This policy is reserved for extraordinary and unusual circumstances. Requests for leave will be considered and evaluated on an individual basis. The City Administrator may grant a leave of absence without pay for up to 180 days. Approval or denial of such requests will be entirely at the City's discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to the City Administrator.
RETURNING TO WORK	Upon expiration of leave without pay, you shall return to work in the position held at the time leave was granted, or to any other similar vacant position.
FAILURE TO RETURN TO WORK	Your failure, without good cause, to report promptly when leave has expired shall be considered a voluntary resignation of employment.

DRAFT

WORKERS' COMPENSATION

POLICY

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The City provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Employees who sustain a work-related injury or illness should inform their supervisor or Department Head immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage. This procedure must be followed whether the accident occurred on or off City of Grain Valley premises.

FAILURE TO REPORT AN ACCIDENT OR INJURY

Failure to report immediately any accident involving a work-related injury or illness may result in discipline, up to and including termination of employment.

POST-ACCIDENT DRUG/ALCOHOL TEST

At the discretion of your Department Head, the Risk Manager or the City Administrator, you may be required to take a post-accident drug and alcohol test at the time of a work related injury and/or illness.

Should you be required to perform a post-accident drug/alcohol test, under no circumstances are you allowed to drive yourself to the medical facility performing the test.

NO DISCRIMINATION OR RETALIATION

The City of Grain Valley does not discriminate or retaliate against employees for having filed Workers' Compensation claims.

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RETURN TO WORK/ LIGHT-DUTY COMPENSATION

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

To ensure that employees are able to perform their duties safely, the City may require individuals to undergo both post-job offer and post-employment medical examinations for certain positions or under certain circumstances. Such examinations will comply with applicable law, including the requirements of the Americans with Disabilities Act and FMLA

If you are placed on light duty or part-time duty, as determined by a health care provider, and you perform assigned work duties for the City of Grain Valley, your time will be recorded as actual time worked and you will be paid accordingly.

If you are placed on light duty or part-time duty, as determined by physician health care provider, and you choose not to perform assigned work duties for the City of Grain Valley, you will be required to take sick or vacation time.

Light duty may not be available for employees working in certain positions.

LEAVES OF ABSENCE/ACCOMMODATION

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the City's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

ADDITIONAL INFORMATION

Further details on workers' compensation is available upon request from Human Resources.

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ATTENDANCE & PUNCTUALITY

INTRODUCTION

Prompt and regular attendance is key to the efficient operation of the City of Grain Valley and is considered an essential function of every employee's job.

When you are absent, schedules and customer commitments fall behind, and other employees must assume added workloads. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized City business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

NOTIFICATION

Notification of an absence or tardiness should occur as soon as you know you will not be able to attend work or will be late.

In any event, if an employee is unable to report for work on any particular day, they must notify their supervisor or Department Head at least thirty (30) minutes prior to the scheduled start time of your shift (unless it is impossible to do so, in which case you must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor or Department Head as soon as they learn that they will not be able to complete their scheduled shift. The City may inquire about the general reason for an absence, tardiness or early departure.

Failure to provide the notification required by this Policy may result in disciplinary action up to and including termination of employment.

EMPLOYEE RESPONSIBILITY

Except in cases of emergency, you are responsible for reporting unscheduled absences yourself rather than having family or friends do so for you.

You must speak to your supervisor or Department Head to properly notify the City of your absence.

ABSENCES EXTENDING MORE THAN ONE DAY

Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

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ABSENCES IN EXCESS OF THREE (3) CONSECUTIVE DAYS

Any absence in excess of three (3) or more days may require a doctor's release to return to work.

EXCESSIVE ABSENTEEISM & TARDINESS

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation and sick leave;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the City as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the City will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor, Department Head, or Human Resources of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor, Department Head, or Human Resources. The City will investigate the situation and any errors will be corrected.

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NO CALL/NO SHOW	An employee's failure to report for work without any notification (No Call/No Show) Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. An employee who fails to report for work without any notification to their supervisor or Department Head will be subject to disciplinary action, up to and including termination, on the first occasion of any such absence. An employee who fails to report for work without any notification to their supervisor or Department Head and whose absence continues for a period of two (2) days will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.
UNEXCUSED ABSENCE	An unexcused absence for non-exempt employees is defined as any time off from a regularly scheduled shift that has not been approved seventy-two (72) hours in advance as an excused absence. Consecutive day's absences are counted as one absence.
ADDITIONAL INFORMATION	Employees should contact Human Resources with any questions about this Policy.

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FUNERAL LEAVE

POLICY

The City of Grain Valley understands that you may desire to take time off in the event of a death of a family member. As such, the City of Grain Valley may grant you up to five (5) business days with pay to attend the funeral of an immediate family member; and up to three (3) business days with pay to attend the funeral of an extended family member.

IMMEDIATE FAMILY MEMBERS

Immediate family of the employee includes:

- Spouse/Partner
- Children/Stepchildren (including In-Laws)
- Parents/Stepparents (including In-Laws)
- Siblings (including stepbrothers/stepsisters)
- Grandparents
- Grandchildren

EXTENDED FAMILY MEMBERS

Extended family of the employee includes:

- Aunts/Uncles
- Cousins
- Nieces/Nephews
- Brothers/Sisters In-Law

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MILITARY LEAVE

POLICY

A military leave of absence will be granted to employees who are absent from work because of service in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA") and applicable state laws.

The City provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

ADVANCE NOTICE

Advance notice of military service is required, preferably in writing, unless military necessity prevents such notice or it is otherwise impossible or unreasonable (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor or Department Head with as much advance notice as possible of any anticipated leave of absence for military service.

PAY

If you are required to fulfill an annual military service obligation, you will be granted time off, and the City of Grain Valley shall pay the difference in wages between the active duty pay and your regular income for a period of up to one-hundred twenty (120) hours.

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VACATION AND COMPENSATORY TIME

When on a military leave of absence, you may use any available personal time, vacation time or compensatory time for the absence.

HEALTHCARE CONTINUATION

Accrued, unused vacation or leave will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

REINSTATEMENT

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the City will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

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FOR ADDITIONAL INFORMATION	Contact Human Resources for more information or questions about military leave.

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JURY DUTY & WITNESS DUTY LEAVE

POLICY	You shall be given the necessary time off without loss of pay when: 1. Performing jury duty. 2. Appearing in court as a witness in answer to a subpoena. 3. In an official capacity in connection with the City. 4. As an expert witness either for professional or observed knowledge.
NOTIFICATION	When you receive a subpoena, summons, or other notice to serve, you must immediately notify your supervisor and/or Department Head and provide them a copy of such notification.
PAY	During such time away from the City, you will be paid at your regular salary or wages.
RETURN TO WORK	You are to return to work the same day that you are not selected to serve on a jury, if the remaining time in the workday equals four (4) or more hours. You may be required to provide verification of jury duty or witness service from the court clerk.

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VOTING TIME

INTRODUCTION	For Federal, State, and Municipal elections, you are encouraged to exercise your right to vote.
REQUESTING TIME TO VOTE	Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If an employee does not have sufficient time to vote, however, that employee should discuss the matter with a supervisor to request time off to vote prior to the day of the election. The City will comply with all applicable state and municipal voting time laws.

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SECTION 11
EMPLOYEE RELATIONS

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POSITION (JOB) DESCRIPTIONS

INTRODUCTION	Each classified position with the City of Grain Valley shall have a job description. The City Administrator and Department Head related to the position will review and approve all job descriptions
DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITY	Supervisors and Department Heads are the most qualified source for defining job content, and are responsible for aiding in the drafting of the position descriptions.
EMPLOYEE RESPONSIBILITY	In conjunction with annual performance reviews, employees may be asked to participate in the preparation and updating of their job descriptions to reflect current duties and responsibilities.
CONTENT	Job descriptions contain: 1. Job Summary - general view of the position. 2. Essential Functions - the overall accountability for a function. 3. Qualifications - the minimum requirements a person needs in order to perform the job; skills, knowledge and abilities. 4. Supervisor Roles (if applicable) 5. Environmental Conditions - the location, weather, and physical requirements. 6. Essential Physical Activities - physical obligations to perform the job.

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ACCESS TO PERSONNEL FILES

INTRODUCTION	You may request and receive a copy of anything in your file that has been signed by you. Contact Human Resources if you wish to review your personnel file or to make copies of documents signed by you.
CONFIDENTIALITY	Only authorized supervisors, Department Heads, and Human Resources have access to an employee's personnel file. However, the City will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.
PERFORMANCE REVIEWS	Authorized supervisors, Department Heads, and Human Resources generally have access to performance reviews in your file if a promotion, transfer, or other change in employment status is contingent upon job and performance-related information. Access is also allowed to authorized supervisors, Department Heads, or Human Resources if disciplinary action is being taken.

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PERFORMANCE MANAGEMENT

INTRODUCTION

The continued growth and success of our City depends on its employees. As such, Employees are evaluated regularly based on attendance, punctuality, work performance, and conduct. Performance reviews are generally scheduled twice a year, mid-year and annually. The City may also schedule performance reviews at other times in the City's discretion (including after a probationary period). However, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

The performance review provides employees a forum in which to discuss with their supervisor or Department Head their accomplishments, performance standards, opportunities for improvement, and the development of goals.

PERFORMANCE COUNSELING

Performance counseling should be an ongoing process over the course of employment with the City of Grain Valley.

WAGE ADJUSTMENTS

Performance reviews do not automatically result in a wage adjustment or promotion. These decisions are made at the discretion of the City and depend on a number of factors in addition to an employee's individual performance.

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SUGGESTIONS FOR IMPROVEMENTS

INTRODUCTION	The City of Grain Valley values the input of its employees. We are always open to improving products, services, processes, and environmental conditions and both encourage and welcome the input of our employees.
PROCESS	If you have a suggestion for improvement, please bring it to the attention of your supervisor or Department Head.

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CORRECTIVE ACTION

GUIDELINE

Although employment may be terminated at-will by either the employee or the City at any time, without following any formal system of discipline or warning, the City may exercise discretion to utilize forms of discipline that are less severe than termination. Disciplinary action cannot be administered according to an absolute set of rules; decisions must be made based on the facts of each case. As such, the City may utilize forms of discipline that include but are not limited to verbal and written warnings, demotions, suspensions, or termination.

AT WILL EMPLOYMENT

Nothing in this policy is intended to alter your at-will employment status or the City of Grain Valley's right to apply any form of discipline, including termination, which is deemed reasonable and appropriate under the circumstances.

CORRECTIVE ACTION PROCESS

Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The City reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

1. Verbal Notice
2. Written Notice
3. Counseling and Probation that may lead to one or more of the following:
    a. Suspension Without Pay
    b. Demotion
    c. Dismissal

The type of corrective action will be determined by the nature, severity, and effect of the problem, by the type and frequency of previous problems, by the period of time elapsed since a previous problem, and by any circumstances relevant to the problem.

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ACTION	ACTION DESCRIPTION
VERBAL NOTICE	A meeting between you and your immediate supervisor should be arranged during which your Supervisor should explain in detail the reasons for the verbal notice. Your supervisor should state the problem, listen to your response, and encourage you to make suggestions for correcting the problem. The meeting should end with a plan of action for correcting the problem.
WRITTEN NOTICE	If, in the judgment of a supervisor, a verbal notice does not correct the problem, a written notice may be given to you. This notice should describe the problem and the action required to correct it. You should be given an opportunity to discuss the notice with the supervisor and should be advised of the right to make a written reply. Copies of the notice and the employee's reply should be placed in the employee's file, both in the employing department and in Human Resources.
WRITTEN COUNSELING & PERFORMANCE IMPROVEMENT PLAN	You may be placed on a Performance Improvement Plan ("PIP") for a period up to twelve (12) months when in the judgment of your supervisor such action is warranted because of unsatisfactory work performance or behavior. During the probation period you and your supervisor should meet at regularly scheduled times to discuss your progress in meeting expectations. These meetings should be followed by a written summary prepared by your supervisor, addressed to you and signed by your supervisor. Special rules of employment apply to employees on a PIP An employee on a PIP is ineligible for promotion or for a salary increase. An employee on a PIP is not eligible for transfer. An employee may be placed on a PIP upon returning to work after a suspension without pay, provided the employee was notified of the probation when the suspension was imposed.

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VOLUNTARY RESIGNATION

INTRODUCTION	An employee who chooses to leave their employment with the City of Grain Valley voluntarily resigns from the City of Grain Valley.
NOTICE OF RESIGNATION	The City requests Employees submit a written letter of resignation to their Department Head at least two (2) weeks in advance stating the expected final date of employment.
DISCRETION OF CITY	The City of Grain Valley reserves the right to determine an employee's final date of employment. At the City of Grain Valley's discretion, you may be asked to leave the facility immediately and forego the notice.
FINAL WEEK/DAYS OF EMPLOYMENT	It is expected that during your final weeks, you will complete all assigned work possible and cooperate in an orderly transition of unfinished projects.

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LAYOFFS/REDUCTION IN FORCE

INTRODUCTION

The City Administrator shall direct layoff procedures to be implemented when positions are abolished due to lack of work; lack of funds; or reorganization.

The City Administrator shall determine and prepare a layoff plan that shall include the number and kind of positions affected, and institute abolishment of the positions.

EXISTING VACANCIES

If you are laid off, the City Administrator may appoint you to any existing vacancy in a lower class for which you are qualified.

DEPARTMENT HEAD PARTICIPATION

Department Heads may recommend separating you without prejudice because of lack of funds or curtailment of work.

In most cases, the Department Head shall give notice of at least ten (10) working days.

TEMPORARY AND PART-TIME EMPLOYEES

When reducing staff, temporary employees shall be separated before part-time employees, and part-time employees before regular, full-time employees.

Such termination will be reflected in your personnel file, and will not reflect negatively on your work record.

PROBATIONARY EMPLOYEES

An employee on probation status as a result of a promotion is considered a full-time employee for the purpose of layoffs.

CLASSIFIED POSITIONS

Whenever a classified position is abolished or reduction in force becomes necessary, layoffs shall be accomplished in the following manner:

1. The Department Heads and City Administrator shall determine criteria; including, but not limited to, attendance, performance reviews, provisional or probationary status, departmental demands and forecasts.
2. The Department Heads and City Administrator will consider such factors in determining who is reserved by such items including, but not limited to, an individual's total service with the City, special skills or abilities, and ability to perform other duties within the City.

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REHIRES

The City Administrator may rehire for an affected position based on criteria; including, but not limited to, special skills or abilities, the ability to perform multiple duties, attendance prior to the layoff, previous performance reviews, employment status, departmental demands and forecasts.

If you are rehired within a twelve (12) month period, you shall be reinstated and credited for previous employment for the purpose of computing vacation and other benefits.

If you are rehired after twelve (12) months, you will start computing vacation leave, sick leave, and other benefits in the same manner as a new employee.

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EXIT INTERVIEW

INTRODUCTION	We are interested in obtaining information, impressions, and constructive comments concerning the City of Grain Valley.
EMPLOYEE RESPONSIBILITY	When you resign, you may be asked to participate in an exit interview with Human Resources, City Administrator, or Elected Officials. Your comments will assist us in directing our management staff and business efforts for the future. You will be required to turn in all City of Grain Valley property at this time.
CITY OF GRAIN VALLEY RESPONSIBILITY	You will receive important information regarding your last paycheck, COBRA benefits, etc.

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UNEMPLOYMENT COMPENSATION

INTRODUCTION	The City of Grain Valley contributes to the Unemployment Compensation Insurance Plan, which provides income to eligible unemployed individuals.
ELIGIBILITY AND BENEFITS	You must satisfy the statutory eligibility requirements to receive benefits. The State Division of Employment Security determines your eligibility as well as the amount and duration of the benefits. These benefits are based on your average monthly salary or wages during a specified period of time.

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HEALTH INSURANCE CONTINUATION (COBRA)

POLICY

The City of Grain Valley is subject to the federal law known as the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Under COBRA, the City of Grain Valley must permit qualified beneficiaries to elect to continue group health coverage when certain qualifying events occur that cause the loss of group health coverage.

Upon the separation of your employment, you will receive important information regarding your eligibility for benefits under COBRA. For more information, you should contact Human Resources, or review the notice you received when you first enrolled in the plan or the Summary Plan Description for a full explanation.

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RECEIPT OF CITY OF GRAIN VALLEY EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Grain Valley Employee Handbook. I understand that the Handbook sets forth the expectations of my employment with the City of Grain Valley, and I also understand that I am expected to read and understand what this Handbook says.

I understand the City has provided me various alternative channels to raise concerns of violations of this handbook and City policies and encourages me to do so promptly so that the City may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law.

Furthermore, I understand that I am encouraged to contact my Supervisor or Department Head ay time I have questions or am uncertain about any policy or procedure contained in this Handbook.

_____

_____

PRINTED EMPLOYEE NAME

_____ _____

SIGNED EMPLOYEE NAME DATE

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	8/24/2020	
BILL NUMBER	R20-41	
AGENDA TITLE	**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS FOR THE BENEFIT OF THE CITY OF GRAIN VALLEY, MISSOURI**	
REQUESTING DEPARTMENT	FINANCE	
PRESENTER	Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To authorize the sale of bonds for the refunding of the Series 2011 General Obligation Bonds maturing in 2022 and beyond.	
BACKGROUND	Approximately $4,750,000 will be refinanced to realize interest cost savings along with principal restructuring to pay the debt down faster. The municipal bond market is currently favorable to issuers with good credit.	
SPECIAL NOTES	The City will work with its Financial Advisors from Baker Tilly on the funding plan including maintaining its current property tax levy rate.	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Resolution prepared by Gilmore & Bell

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

August 24, 2020

RESOLUTION NUMBER
R20-41

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS FOR THE BENEFIT OF THE CITY OF GRAIN VALLEY, MISSOURI

WHEREAS, the City of Grain Valley, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and Bake Tilly Municipal Advisors, LLC, as municipal advisor (the "Municipal Advisor"), for a series of general obligation refunding bonds in the approximate principal amount of $4,750,000 (the "Bonds") for the purpose of current refunding the City's General Obligation Bonds, Series 2011 (the "Series 2011 Bonds") maturing in 2022 and thereafter (the "Refunded Bonds") to provide debt service savings for the City; and

WHEREAS, the City desires to authorize the offering for sale of the Bonds pursuant to a competitive public sale, and to authorize the Municipal Advisor, Bond Counsel and the officers of the City to proceed with the preparation, review and distribution of documents for the sale.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The Municipal Advisor, Bond Counsel and the officers of the City are hereby authorized to proceed with preparation of a notice of sale (the "Notice of Sale"), a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Official Statement") to provide for the competitive public sale of the Bonds. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Municipal Advisor is hereby authorized to proceed with :the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the Board of Aldermen of the City. The Refunded Bonds expected to be refunded consist of a portion of the outstanding Series 2011 Bonds maturing in 2022 and thereafter.

SECTION 2: The Board of Aldermen hereby authorizes the execution of the final Official Statement by the Mayor, the City Administrator, Finance Director or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Board of Aldermen hereby consents to the use and public distribution by the Municipal Advisor of the Notice of Sale, the Preliminary Official Statement and the final Official Statement in connection with the competitive public offering for sale of the Bonds.

SECTION 3: For the purpose of enabling the successful bidder for the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Administrator, Finance Director or other appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the

effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

SECTION 4: The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

SECTION 5: The Mayor, the City Administrator, Finance Director and other officers and representatives of the City, the Purchaser, the paying agent for the Refunded Bonds, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take all necessary actions to accomplish the refunding of the Refunded Bonds, including the subscription and purchase of escrowed securities, including the subscription for United States Treasury Securities State and Local Government Series or open market securities.

SECTION 6: The Mayor, the City Administrator, Finance Director and other officers and representatives of the City, and the Municipal Advisor and Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Bonds and the prepayment of the Refunded Bonds.

SECTION 7: This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen.

PASSED and APPROVED, via voice vote, (____-____) this _____ Day of ____, 2020.

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	August 24, 2020	
BILL NUMBER	R20-42	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE, IMPLEMENTATION AND TRAINING REQUIRED FOR MYCIVIC MOBILE APPLICATION, MYCIVIC 311 CITIZEN ENGAGEMENT, AND TYLER TECHNOLOGIES CLOUD COMPUTING SERVICES (SAAS FLIP)**	
REQUESTING DEPARTMENT	Administration and Finance	
PRESENTER	Ken Murphy, City Administrator Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	MyCivic Citizen Engagement - $11,650 Cloud Computing - $18,785
	Budget Line Item:	100-10-74450
	Balance Available	$154,214
	New Appropriation Required:	[x] Yes [ ] No
PURPOSE	Approve the purchase and installation of the new MyCivic Mobile Application, MyCivic 311 Citizen Engagement, and Tyler Technologies Cloud Computing	
BACKGROUND	**MyCivic** is a comprehensive mobile app designed to promote civic engagement with key features such as push notifications, interactive maps, and quick payment methods. In addition, the MyCivic 311 request management system allows citizens the power to report issues and ask questions via their mobile device. **Tyler Technologies Cloud Computing** services will move the City's on-premise data operations to an offsite network that is owned and operated by Tyler Technologies. It will shift the IT infrastructure costs that city currently maintains and will also provide enhanced security. The term of the agreement is 5 years with no cost increase. It combines the existing software maintenance fees that we currently pay into the contract.	

SPECIAL NOTES	Funding is from an unbudgeted revenue stream as a result of the CARES Act funding which has been received from Jackson County. Additional line items have been created for the tracking of CARES ACT revenues and expenses and the balance available reflects the total amount expected to be allocated to COVID related expenses in this line item.
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Resolution, agreement, and informational sheets

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

August 24, 2020

RESOLUTION NUMBER
R20-42

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE, IMPLEMENTATION AND TRAINING REQUIRED FOR MYCIVIC MOBILE APPLICATION, MYCIVIC 311 CITIZEN ENGAGEMENT, AND TYLER TECHNOLOGIES CLOUD COMPUTING SERVICES (SAAS FLIP)

WHEREAS, the City has used the current software since 2012 and desires to increase the services offered to its citizens; and

WHEREAS, all City departments will benefit from enhanced engagement and improved efficiency; and

WHEREAS, the funding is from an unbudgeted revenue stream as a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. These dollars originated from Jackson County (approximately $865,000) and have been transferred to the City.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: That the Board of Aldermen hereby authorizes and directs the City Administrator to purchase and sign related agreements for Incode Integrated Software from Tyler Technologies, Inc., copies of which are attached hereto, incorporated by reference, and made a part as though fully set out herein.

PASSED and APPROVED, via voice vote, (-) this ___Day of _____, 2020

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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myCivic™
a total tyler solution

MyCivic

MyCivic™ is a comprehensive mobile app designed to promote civic engagement and enhance the quality of life in your community. By placing all of your public-facing engagement tools in a single app, residents will be better connected and play a more active role in the area they call home. You have the freedom to incorporate your own branding and maintain complete control over your content — an approach that allows you to specifically tailor messaging to your community — and your community members can choose when and how to interact with your organization.

Whatever you want to communicate, MyCivic offers a comprehensive, affordable, and easy-to-use mobile app experience for you and the people you serve.

Put Power in Your Community's Hands

With MyCivic, you stay connected with your residents and share the services, resources, and information your organization has to offer. App users can find local news, events, and job postings, and easily locate parks and trails with built-in maps and geolocation services. The app's two-way communication options keep residents informed of the information that's important to them, and provides a way for elected officials and leaders to connect with their communities.

Push Notifications: Communicate up-to-the-minute information, such as city office closings or storm alerts, which can be pushed to community members in a particular zip code or geo-located area in real time.

Calendar Feeds: Administrative users can create their own one-time or recurring events, while residents can add the event to their mobile device's native calendar.

Continued on reverse

Your MyCivic app will stand out with your brand incorporated into the design.

Key Features for Organizations

- Manage one app for your organization
- Create targeted push notifications
- Send surveys and feedback forms
- Provide interactive maps
- Develop virtual tours
- Offer two-way communication with citizens

Key Features for Community Members

- Find information
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Map community facilities
- Manage profile preferences
- Provide feedback and suggestions
- Make payments

For more information, visit
www.tylertech.com
or email **info@tylertech.com**

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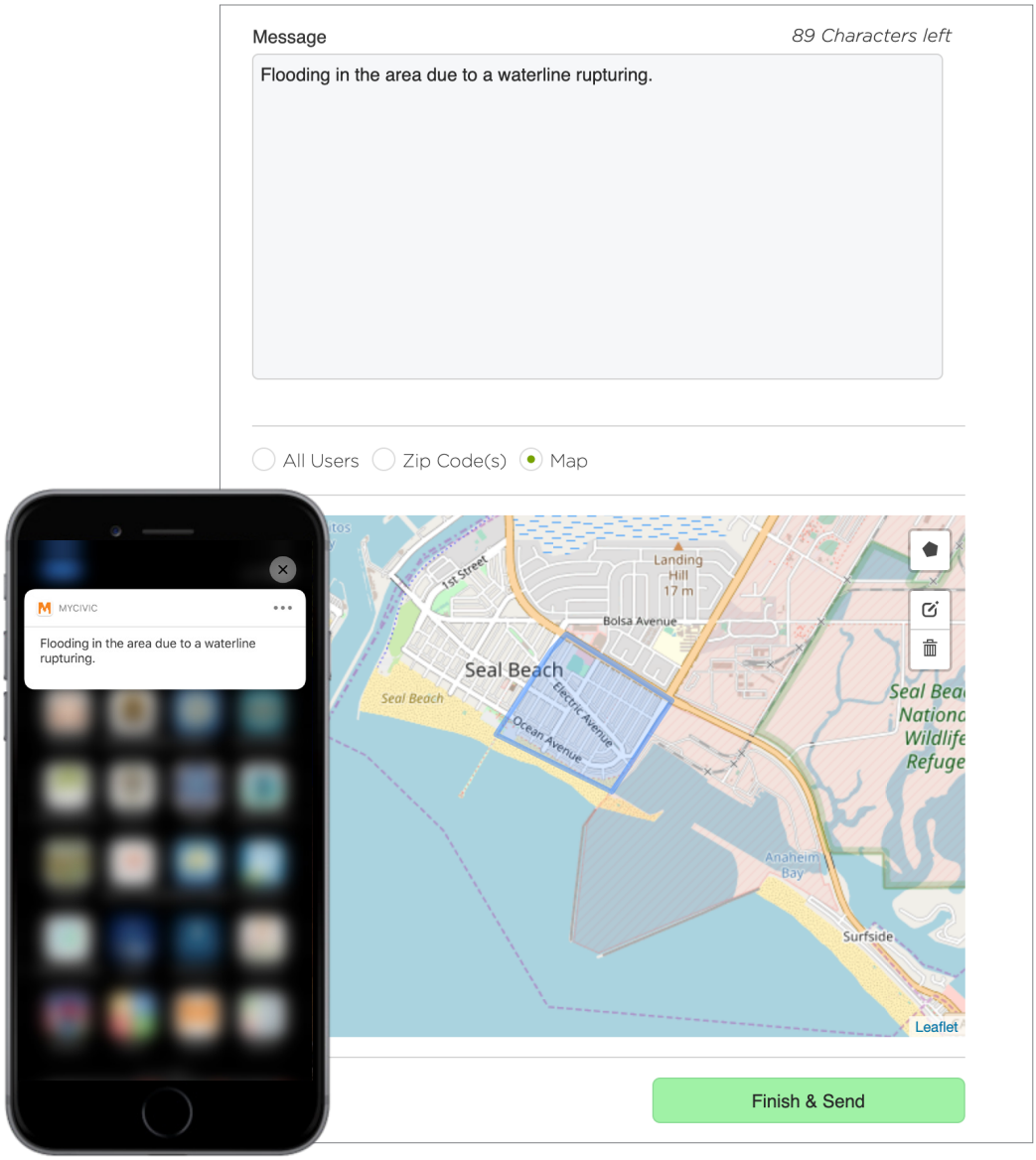

Push notifications provide a cost-effective way to communicate important information in real time.

News and Multimedia: Choose how you'd like to gather and display content from various sources. MyCivic supports RSS feeds, Facebook®, Instagram®, Twitter®, YouTube®, and photo albums.

People and Information: Residents can quickly and easily search for an elected official, organizational staff, or a community group through directories. New community members can access additional information specific to their needs.

Maps: Through GIS integration, create a walking tour of your community, develop a walk-through of popular or historic local sites, pinpoint event locations, and generate public transportation maps.

Surveys: Give your community a voice through customizable surveys and feedback forms.

Interested in learning more? Give us a call at 800.646.2633 or visit www.tylertech.com.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Grain Valley, Missouri.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a

disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third

Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material

breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the Jackson County Circuit Court or the United States Courts – Western District of Missouri. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the

cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

[Signatures to follow on next page.]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Grain Valley

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Grain Valley
711 South Main Street
Grain Valley, MO 64029
Attention: Steven Craig

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Lori Dudley
Quote Expiration:	8/28/2020
Quote Name:	City of Grain Valley - LGD - My Civic Citizen Engagement & 311
Quote Number:	2020-110556
Quote Description:	

Sales Quotation For
Steven Craig
City of Grain Valley
711 S Main St
Grain Valley , MO 64029-9777
Phone: +1 (816) 847-6281
Email: scraig@cityofgrainvalley.org

Tyler Software and Related Services - Annual

	One Time Fees			
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
MyCivic				
MyCivic Citizen Engagement	0	$0	$0	$4,000
MyCivic 311	0	$0	$0	$3,250
Sub-Total:		*$0*	*$0*	*$7,250*
TOTAL:	**0**	**$0**	**$0**	**$7,250**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement - Implementation Fee	1	$2,200	$2,200	$0
MyCivic 311 - Implementation Fee	1	$2,200	$2,200	$0
TOTAL:			**$4,400**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Annual	$0	$7,250
Total Tyler Services	$4,400	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$4,400**	**$7,250**
Contract Total	**$11,650**	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Grain Valley, Missouri.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no

case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or

to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in

accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

      b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

      c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **<u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **<u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the Jackson County Circuit Court or the United States Courts – Western District of Missouri. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Grain Valley

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Grain Valley
711 South Main Street
Grain Valley, MO 64029
Attention: Steven Craig

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Lori Dudley
Quote Expiration:	8/31/2020
Quote Name:	City of Grain Valley - LGD - Incode SaaS Flip
Quote Number:	2020-112385
Quote Description:	

Sales Quotation For
Steven Craig
City of Grain Valley
711 S Main St
Grain Valley , MO 64029-9777
Phone: +1 (816) 847-6281
Email: scraig@cityofgrainvalley.org

Tyler Software and Related Services - SaaS	**One Time Fees**				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Financial Management Suite					
Core Financials	0	$0	$0		$5,889
Purchase Orders	0	$0	$0		$850
Fixed Assets	0	$0	$0		$850
Project Accounting	0	$0	$0		$850
Positive Pay	0	$0	$0		$1,228
Forms Overlay	0	$0	$0		$1,096
Secure Signatures	0	$0	$0		$1,096
Tyler Output Processor Server	0	$0	$0		$1,096
System Software Non SQL	0	$0	$0		$2,985
Personnel Management Suite					
Payroll Personnel	0	$0	$0		$4,220
Human Resources Base Package	0	$0	$0		$1,700
Customer Relationship Management Suite					
Utility CIS System	0	$0	$0		$7,729
Utility Handheld MeterReader Interface	0	$0	$0		$935
Central Cash Collection	0	$0	$0		$1,700
Utility Handheld MeterReader Interface	0	$0	$0		$1,063
Third Party Printing Interface	0	$0	$0		$2,990
Enhanced Utility Bill Printing	0	$0	$0		$658
Utility Handheld MeterReader Interface	0	$0	$0		$850
Building Projects	0	$0	$0		$850
Business License	0	$0	$0		$850
Call Center	0	$0	$0		$850
Incode Court Suite					

Criminal Court Case Mgt		0	$0	$0		$3,115
Citation Issuing Device Interface		0	$0	$0		$2,170
	Sub-Total:		*$0*	*$0*		*$45,620*
	TOTAL:	**0**	**$0**	**$0**	5	**$45,620**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler SaaS	$0	$45,620
Total Tyler Services	$0	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$0**	**$45,620**
Contract Total	**$45,620**	

Comments

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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tyler technologies

Cloud-Based Solutions

Tyler Delivers Your Data How You Want It, When You Want It

Empowering people who serve the public®

tyler technologies

Why Cloud Computing?

Thousands of users rely on Tyler's cloud-based systems.

Cloud computing is the use of computing resources (hardware and software) that deliver a service over a network (typically the internet). Simply put, it is the choice for delivering your data and the software managing it.

Today, more than 6,000 public sector organizations use Tyler cloud-based solutions, with more than 125,000 users relying on Tyler cloud-based systems to access the software they need to perform their jobs.

Tyler hosts software applications and client data in secure, Tyler-owned data centers. Tyler deploys, configures, maintains, and updates the software applications and related data. All you need is a browser and reliable internet connection to access what you need, when you need it.

Making the Decision

You will find several benefits to choosing a cloud-based solution. Tyler has subscription-based pricing which lowers the cost of entry by eliminating large up-front fees and spreading costs over time.

Try our cloud-based SaaS (Software as a Service) vs.
traditional on-premises installation cost comparison calculator at
tylertech.com/SaaS-TOC

Why Choose Tyler?

Connectivity/Reliability/Availability

- We ensure connectivity through secure, fault-tolerant, enterprise-class data centers designed to provide the highest levels of availability.
- We work with clients to determine timing of upgrades and enhancements to avoid disruptions.
- We offer remote access to accommodate clients' alternative work schedules.

Security

- We minimize security risks by controlling user access and securing data.
- We provide certified and compliant data centers and security practices.

Scalability

- Tyler has more than 100 jurisdictions with fewer than 50,000 citizens.
- Tyler e-services serve more than 3.2 million people.
- Tyler can provide SaaS services to both large and small jurisdictions.

Data Ownership

- Clients own their data.

Predictable Cost

- We offer fixed, quarterly costs for term of contract — unique in the market place.
- We offer a sharing model that allows clients to use highly optimized servers with state-of-the-art redundancy at a fraction of the cost.

Disaster Recovery

- We move the burden of backups, restoring software, and data shifts from you to us.
- We include disaster recovery as a standard feature, not an add-on.

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