

July 1, 2022 – June 30, 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

FZEA – Crisis Counselors/Social Workers

and the

FORT ZUMWALT SCHOOL DISTRICT
BOARD OF EDUCATION

1 **Article 1. Recognition and Bargaining Procedure**

2
3 **1.1 Exclusive Recognition and Definition of the Bargaining Unit**

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5 The Fort Zumwalt School District, hereinafter referred to as the “Board” or “District”,
6 recognizes the Missouri National Education Association, represented by the Fort Zumwalt
7 Education Association, hereinafter referred to as the “Association”, as the exclusive and
8 sole bargaining representative for all full and part-time Crisis Counselors/Social Workers,
9 hereinafter referred to as “Employee[s].” (see Appendix B).

10 **1.2 Bargaining Ground Rules and Procedures**

- 11
12 a. It is the mutual objective of the Board and the Association to bargain in good faith
13 on any matter subject to compensation, benefits, rights, and working conditions
14 related to the terms of this Memorandum of Understanding, hereinafter referred to
15 as the “Memorandum.”
- 16 b. Representatives of the District team and the Association team will meet prior to the
17 start of bargaining to establish ground rules and meeting procedures / protocol
18 including but not limited to the size of the teams, the timeline for the process and
19 any joint training. Discussions shall be scheduled at a time and place mutually
20 convenient to both the Board and the Association.
- 21 c. It is the goal of the District and the Association to schedule discussions outside the
22 regularly scheduled work day. Whenever discussions are conducted at such times
23 as conflicts with any Association team member’s work schedule, the Board shall
24 provide such employee release time with no loss of pay.
- 25 d. Tentative agreements will be authorized by both parties and will be compiled into a
26 Memorandum. The Memorandum will be ratified by members of the Association to
27 either accept or reject. The Memorandum will be presented to the Board for a vote
28 with a motion to either accept or reject.
- 29 e. The Memorandum, as ratified by the Association and as approved by the Board, will
30 be signed by representatives of the Board and the Association. If at any time one or
31 more of the provisions outlined in the Memorandum becomes unlawful, the Board
32 and the Association shall open discussions for the particular article(s) affected. The
33 remainder of the Memorandum shall remain in effect.
- 34 f. The District will print at its expense and publish electronically copies of the
35 Agreement for the members of the bargaining unit within thirty (30) days of its
36 signing by the Board and Association.
- 37 g. New hires will be provided with a copy of the Memorandum.
- 38 h. Discussions shall be scheduled at a time and place mutually convenient to both the
39 Board and the Association when bargaining a successor agreement.
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1.3 Duration

The Board and Association agree that this Memorandum of Understanding shall be incorporated in Board policy and administrative regulations. The Board shall not use this Memorandum of Understanding to lessen employee working conditions, except as expressly provided in this Memorandum of Understanding with the Board.

This Memorandum of Understanding shall be effective as of July 1, 2022, and shall continue in full force and effect through June 30, 2025, subject only to the Association's right to reopeners to negotiate new salaries.

ASSOCIATION

By Jamie Brecher
President

By [Signature]
Vice President

BOARD OF EDUCATION

By [Signature]
President

By [Signature]
Secretary

70 **Article 2. Association Rights**

71
72 **2.1 Association Business**

73
74 Duly authorized representatives of the Association shall be permitted to transact official
75 Association business related to this bargaining unit on school property, outside of regular work
76 hours. All Association representatives shall otherwise comply with the District's public
77 visitor/visitation policy.

78
79 **2.2 Release Time**

80
81 Duly authorized Association representatives shall be permitted to attend Association conferences
82 or conventions without loss of pay, with the permission of the superintendent or his/her
83 designee. The Association will reimburse the District for the cost of a substitute should a substitute
84 be required whenever members participate in legislative lobbying activities or other similar events.
85 No more than one Crisis Counselor/Social Worker will be allowed to leave at any given time for the
86 purpose of attending Association conferences or conventions and no one Crisis Counselor/Social
87 Worker will be allowed more than one (1) day of such leave during a school year. The total
88 number of leave days shall not exceed five (5) days per year. Upon request the Superintendent
89 may grant an exception to the number of employees allowed to leave and/or the total number of
90 days.

91
92 **2.3 Association Notices**

93
94 Association members will have the right to post notices of activities and matters of concern to
95 bargaining unit members on a designated bulletin board, at least one of which will be located in
96 each appropriate facility.

97
98 **2.4 Access to Relevant Information**

99
100 The District agrees to furnish to the Association upon request available information necessary for
101 representing the bargaining unit in discussions, grievance processing, and other matters of
102 concern.

103
104 **2.5 Association Use of School Equipment**

105
106 Association members shall have the right to use school facilities and equipment for Association
107 business at reasonable times when such equipment shall be scheduled with the building
108 administrator and is subject to obtaining prior approval from that building administrator.

109
110 **2.6 Association Mail**

111
112 Association members may use the District mail service and employee mailboxes for
113 communication to unit members.

122 **Article 3. Salary Provisions**

123
124 **3.1 Salary:** See salary schedule listed in Appendix A.

125
126 **3.2 Experience Credit**

127
128 Crisis Counselors/Social Workers new to the district will be placed at the
129 entry level of the Teacher Salary Plan unless the new Crisis Counselor/Social Worker has
130 previous experience as a Crisis Counselor/Social Worker which meets the guidelines for
131 experience credit below. Existing Crisis Counselors/Social Workers who have more than
132 one full year of Crisis Counselor/Social Worker experience in an educational setting prior
133 to being hired in Fort Zumwalt may request additional steps on the salary schedule. All
134 Crisis Counselors/Social Workers must notify the personnel department by September 1,
135 of the year they are hired, and experience must be verified on the district's form.

136
137 The following standards of experience will apply:

- 138 • Crisis Counselor/Social Worker has full year experience (two-thirds or more) in an
139 educational setting as a Crisis Counselor or Social Worker
- 140 • Crisis Counselor/Social Worker must have been employed by school or hired by an
141 outside agency and placed in a school full time; substitute experience does not
142 count
- 143 • Experience must be from or in an accredited K-12 school system
- 144 • Experience must be verified from school officials

145
146 Vertical placement on the salary schedule is recognized in the following manner:

- 147 • **One step is given for one year of active experience, up to two (2) years (1 to 1**
148 **ratio).**
- 149 • **One step is given for two years of active experience beyond two (2) years and**
150 **up to six (6) years.**
- 151 • **The fifth step is the maximum step granted.**

152
153
154 **3.3 Graduate Hour Reimbursement**

155
156 The Board will pay \$250.00 per graduate hour or the actual cost of the graduate hour, if
157 the cost is less than \$250.00 per hour, for the duration of the Agreement for graduate
158 courses taken by a Crisis Counselor/Social Worker. Only graduate work from an
159 accredited college or university shall be considered. Employees who complete coursework
160 from an educational company where they earn graduate credit from an accredited college
161 or university, will be reimbursed up to \$250.00 per graduate hour, for the cost of the
162 course. This amount does not include extraneous expenses, such as conference
163 registration and materials outside the actual cost of the course. Receipts must accompany
164 the request form. The maximum amount that a staff member may receive in any one year
165 (July 1 to June 30) is \$1,250.

166
167 **Up to \$500 of the \$1,250 allotment may be used for continuing education units (CEU)**
168 **that have had prior approval of the superintendent or his/her designee. Qualifying**
169 **CEUs will be those that have direct correlation to the Crisis Counselor/Social**

170 **Worker’s essential job functions. Receipts must accompany the request for**
171 **reimbursement form.**

172
173

174 **3.4 Reimbursement for License Renewals**

175

176 The District will reimburse for the cost of license renewal for the Crisis Counselor or Social
177 Worker for the duration of this agreement, upon the employee providing receipt of the cost
178 of licensure.

179

180 **3.5 License Stipend**

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182 Crisis Counselors/Social Workers who hold an active license with the Missouri Division of
183 Professional Registration as a Counselor or Social Worker will be paid a stipend of \$200
184 beginning the 2022-2023 school year and each year they maintain their license.

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187

188 **Article 4. Benefits**

189

190 **4.1 Fort Zumwalt School District 403(b) Plan**

191

192 All employees are eligible for elective deferrals immediately upon employment beginning
193 with their first payroll check. Employees can contribute from \$200 annually up to the
194 maximum dollar amount limits set by the IRS. Those “over the age of 50” during a calendar
195 year can make catch-up contributions. The plan contains different investment options. The
196 plan allows for hardship withdrawals and loan options. Participation is completely
197 voluntary. The district does not match contributions. Distribution of funds follows IRS
198 guidelines. Participants will be provided a Summary Plan Description for specific account
199 and custodial fees. Enrollment forms are provided to all new employees during orientation,
200 all employees during open enrollment, available on-line at www.fz.k12.mo.us or by
201 contacting the Fringe Benefits Coordinator.

202

203 **4.2 Cafeteria Plan**

204

205 The District offers Section 125 Flexible Benefit Plans (Cafeteria Plans). The plans are
206 voluntary. The plan year begins October 1; enrollment forms are due by the end of
207 August for the current plan year. The Fringe Benefits Coordinator will contact
208 employees prior to the enrollment date.

209

210 *The Flexible Benefits Plan Election Form* allows for deduction of pre-tax health
211 insurance premiums. The elections are binding and ordinarily may not be revoked or
212 changed until the next Open Enrollment. Mid-year election changes are permitted only
213 upon certain “Qualified Changes in Status,” which are described in the Summary Plan
214 Description. Your elections will apply until: 1) You leave employment with Ft. Zumwalt
215 School District, 2) You lose eligibility to participate according to Plan terms, 3) You
216 revoke these elections or submit a new election in writing during a future enrollment
217 period, or 4) The Plan is terminated by the sponsoring Employer.

218

219 The District offers two flexible spending accounts. An annual enrollment is required on
220 the *Flexible Spending Accounts (FSA)* Document.

221
222 The Medical Flexible Spending Arrangement (MFSA) section allows an employee
223 reimbursement for eligible medical expenses not paid by insurance. The employee
224 establishes the amount of money to put into the account; the amount is divided into 16
225 equal deductions. Employees should consider their elections carefully. Any money
226 remaining in the account at the end of the plan year grace period will not be reimbursed.
227 Refer to the enrollment form for Eligibility requirements.

228
229 The Dependent Care Flexible Spending (DCFS) section allows for the reimbursement of
230 dependent care expenses that are necessary due to work. The employee establishes the
231 amount of money to put into the account; the amount is divided into 16 equal deductions.
232 Any money remaining in the account at the end of the plan year grace period will not be
233 reimbursed. Refer to the enrollment form for Eligibility requirements.

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4.3 Worker's Compensation

239 Crisis Counselors/Social Workers staff employees are covered by workers'
240 compensation, which provides for medical, surgical and hospital treatment and, under
241 some conditions, compensation for loss of earnings due to occupation injury/illness
242 while an employee is employed with the Fort Zumwalt School District.

243
244 Should an occupational injury or occupational illness occur, the employee shall
245 immediately report to his or her immediate supervisor who will authorize medical
246 attention. In the event it is not readily determined whether or not medical attention is
247 needed, the school nurse should be contacted to assist the supervisor in making a
248 decision. All occupational injuries or occupation illnesses that occur during working hours
249 (8:00 a.m. to 4:00 p.m.) should be reported immediately by telephone by the building
250 secretary or nurse to the Fringe Benefits Coordinator. The Fringe Benefits Coordinator
251 shall be notified within 24 hours following occupational injury or illness when either
252 occurs after working hours or during a weekend. The Fringe Benefits Coordinator will
253 obtain a hand written account of the accident from the employee. The employee will sign
254 and date the statement.

255
256 Should medical treatment be needed, the injured employee shall be sent to Mercy Urgent
257 Care, 107 Piper Hill Drive, St. Peters, Missouri (636-477-8757) or Mercy Urgent Care,
258 300 Winding Woods, O'Fallon, Missouri (636-379-4329), between the hours of 8:00 a.m.
259 and 8:00 p.m. 7 days a week. The building secretary will provide the Workers'
260 Compensation Treatment Authorization form that the employee should submit to Mercy
261 Urgent Care. In the event treatment is not, or cannot, be provided through the Mercy
262 Urgent Care facility, injured employees shall be sent to the Emergency Room of Barnes
263 Jewish St. Peters Hospital (636-916-9630), 110 Hospital Drive, St. Peters, Missouri. In
264 the event of serious injury or illness, the employee should be sent directly to the
265 emergency room of Barnes Jewish St. Peters Hospital. All employees injured on the job
266 and who seek medical treatment will be contacted by the Fringe Benefits Coordinator to
267 coordinate their workmen's compensation claim.

268

269 **4.4 Liability Insurance**

270
271 The district currently purchases primary liability protection plus an umbrella policy covering
272 all employees, student teachers, teaching assistants, and volunteers while acting at the
273 direction of the District.

274
275 Inquiries regarding this coverage should be directed to the Assistant Superintendent for
276 Administrative Services.

277
278 **4.5 COBRA Insurance**

279
280 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, P.L. 99- 272
281 (April 7, 1986), is the federal health care continuation law.

282
283 COBRA requires that if an employee or other “qualified beneficiary” loses employer-
284 provided health coverage due to termination of employment or another specified triggering
285 event, the group health plan must offer continued health care coverage to the qualified
286 beneficiary. The qualified beneficiary may purchase the coverage, at the district’s current
287 premium rate.

288
289 COBRA coverage has limited duration. In most cases, the maximum COBRA period is
290 18 or 36 months from the date of the qualifying event.

291
292 At the time of initial employment an employee shall be given his or her first COBRA
293 notification. Second notification and continuation of benefits is contingent upon the
294 employee notifying the district of a qualifying event.

295
296 Any questions regarding “Cobra” should be directed to the Fringe Benefits Coordinator.

297
298
299 **Article 5. Extra Pay/Extra Duty**

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301 **5.1 Athletic Events**

Athletic Events		
Ticket Takers/Crowd Supervisors (High School)		
Basketball, Football, Wrestling	\$36.00	1st Contest
additional contests the same evening	\$18.00	contest
Scorers/Timers/Announcers (High School)		
Chain Gang, Football, Wrestling	\$41.00	contest
Baseball, Basketball, Softball, Swim, Track	\$36.00	contest
Soccer, Volleyball	\$33.00	contest
The MSHSAA rates or the contract rates shall apply for state contests, whichever is higher.		
Other		

Driver Education	\$43.00	hour
Summer School Teacher	\$43.00	hour
Saturday Detention/After School Detention	\$39.00	hour
Title I/IDEA/Homebound/Tutoring/ELL Interpreter	\$39.00	hour
Curriculum Development	\$38.00	hour
Extracurricular Task Force Committee	\$38.00	hour
Elementary. PTA/PTC Performance Supervision	\$36.00	evening
Elementary Saturday Activities	\$36.00	event
Dance/Parties (High School and Middle School)	\$26.00	hour minimum 2 hours

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306 **5.1 Department Chairperson/Stipend**

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308 A chairperson position will be established for district Crisis Counselors/Social Workers.
 309 Duties provided by the chairperson will be performed under the supervision of the
 310 Assistant Superintendent for Student Personnel Services. The Assistant Superintendent
 311 for Student Personnel Services will be responsible for evaluating the duties performed and
 312 will make recommendations to the Superintendent for the filling of the chairperson position.
 313 The rate of pay for Chairperson position will be consistent with the department chair
 314 position negotiated for certified staff (\$2,950 rate for the 2020-2021 school year).

315

316 **5.2 Mentor Stipend**

317

318 Mentor Crisis Counselors/Social Workers: Mentors who assist first year Crisis
 319 Counselors/Social Workers in the district will receive \$600.00 per mentee for the life of the
 320 agreement. Mentors will undergo appropriate training provided by the District in order to
 321 be considered as a mentor. Mentors will be assigned by the Assistant Superintendent for
 322 Student Personnel Services.

323

324 **5.3 Intern Supervision Stipend**

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326 Crisis Counselors/Social Workers who meet the university requirements to serve as
 327 mentors for interns will receive a stipend of \$750.00 per intern for a year of supervision
 328 upon recommendation by the Assistant Superintendent for Student Personnel Services.

329

330 **5.4 Flex time for time spent outside of regular day and use toward 20 extra day allowance**

331

332
 333 Crisis Counselors/Social Workers will only be required to attend one evening open
 334 house/orientation event at the start of the school year. Any additional required evening
 335 activities that begin one hour after the end of the normal work day can be counted toward
 336 the extra summer day allotment with prior approval of the principal/supervisor.

337
338 If a Crisis Counselor/Social Worker chooses not to work their entire allotment of additional
339 summer days, they can declare so in writing to the Personnel Department prior to
340 September 1 of the preceding school year and their letter of employment can be
341 recalculated to remove the additional days. Any Crisis Counselors/Social Workers hired
342 after September 1, but before the end of the school year, will have their extra days
343 reduced to 10 working days or may request those additional days be taken as dock.
344

345 **5.5 Nature of the work day**

346
347 Seven and one half hours (including a non-paid 30-minute lunch period) will constitute a
348 workday for Crisis Counselors/Social Workers. A definitive daily schedule will be
349 established by the building principal/supervisor.
350

351 Employment will be on an at-will basis.
352

353 Attendance at all called and regularly scheduled faculty or department meetings is required
354 unless excused the principal. With the exception of emergency meetings, all meetings
355 shall be announced one week in advance, and shall be of no more than one hour duration
356 or more than two hours per month. Attendance at required faculty meetings cannot be
357 applied toward the summer day allotment as outlined in this section.
358

359 **Article 6. Retirement – Non-Certified Professional Support Staff** 360 **Employees**

361
362 The State of Missouri requires all professional support staff employees who work 20 or
363 more hours per week to enroll in the Public Education Employees Retirement System
364 (PEERS).
365

366 Effective July 1, 2016 the retirement rate is 6.86% of gross wages plus district paid
367 insurance. The Fort Zumwalt School District matches the employee's contribution.
368 Employees terminating prior to retirement are entitled to any amount he/she has
369 contributed plus interest earned on that amount. Early withdrawal does not entitle the
370 employee to any district paid retirement.
371

372 Requests for withdrawal of contributions should be sent directly to the Public Education
373 Employees Retirement System, P.O. Box 268, Jefferson City, MO 65102. The phone
374 number for the retirement system is 1-800-392-6848. The employee's retirement number
375 must be included in the request for withdrawal of funds. Beneficiary change forms and
376 name change forms can be obtained through the Retirement System website, www.psr-peers.org.
377

378
379 Membership is ended by withdrawal of contributions, death, retirement, or unemployment
380 as described in the Member's Handbook of the Public School Retirement System of
381 Missouri.
382

383 If at any time a Crisis Counselors/Social Workers earns (or currently possesses) a
384 teaching certificate through DESE, it is incumbent upon the staff member to contact the

385 payroll department as possessing a teaching certificate has implications on the employee's
386 retirement.
387

388 **Article 7. Professional Development**

389 Every effort will be made to allow Crisis Counselors/Social Workers to attend appropriate
390 professional development as the budget and schedule allows, and as approved by the
391 Assistant Superintendent of Student Personnel Services. A rotating schedule will be
392 developed, with expense limits, to allow for regular attendance at professional
393 development.
394

395 **7.1 In-Service Credits for CEUs**

396 Crisis Counselors/Social Workers may submit earned CEUs for in-service credit toward
397 movement on the salary schedule. The conversion rate and process is as follows:
398

- 399 • For purposes of in-service credit: (.1) CEU is equivalent to (1.0) hours seat time.
400 In other words, each (.1) CEU is equal to one hour of in-service credit.
- 401 • Credit may only be claimed for CEUs earned outside of working hours. CEU
402 workshops attended during working hours may not be submitted for in-service
403 credit movement on the salary schedule.
- 404 • Consistent with the current in-service credit process, a total of 15 approved
405 hours derived from CEUs will equal 1 college graduate credit hour. A maximum
406 of 3 in-service college graduate credit hours may be applied every three years.
407
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409

410 **7.2 Pay for Preparing at home for presentations**

- 411 a. Crisis Counselors/Social Workers will be compensated consistent with District
412 procedures for all staff when developing and delivering professional
413 development for Fort Zumwalt employees.
- 414 b. With prior approval from the Assistant Superintendent of Curriculum and
415 Instruction, Crisis Counselors/Social Workers may be compensated for up to
416 two hours of paid time for developing presentations to be delivered as
417 professional development.
- 418 c. The hourly rate for preparation will be \$38.00 per hour for the duration of this
419 agreement provided this preparation is completed outside the normal work
420 day.
- 421 d. Delivery of professional development, with prior approval from the Assistant
422 Superintendent of Curriculum and Instruction, will be compensated at \$36.00
423 per hour for delivery of professional development on a regular work day and
424 \$72.00 per hour for a non-work day.
425
426
427

428 **Article 8. Leaves**

429 **8.1 Personal Leave**

430 Five (5) days of personal leave shall be granted annually to each full-time
431
432

433 Crisis Counselors/Social Workers. For new employees, hired during the school year,
434 personal days will be prorated. Personal days may be used upon approval by the
435 employee's principal/supervisor. **The principal/supervisor may limit the granting of**
436 **personal leave to ensure that the schools are adequately staffed on any given day.**
437 **Personal leave may not be approved for more than 6% (rounded to the nearest**
438 **whole number) of the total of Crisis Counselors/Social Workers and certified**
439 **teachers in a given building on a given day.** When personal leave is taken in hourly
440 increments, consideration must still be given to the 6% rule. In emergency situations
441 when a building is requesting to exceed the 6% rule, the superintendent or his/her
442 designee may approve additional requests after discussing the situation with the building
443 principal. Requests for personal leave should be made with as much notice as possible.
444

445 In the event an employee terminates his or her employment prior to completing the
446 annual work calendar, personal days will be prorated. Appropriate deductions will be
447 made on the employee's final paycheck to reflect excessive use of personal leave
448 beyond the days allowed. Annual unused personal leave will be credited to the
449 employee's sick leave.
450

451 During the regular school year, no employee shall be permitted the use of personal
452 leave preceding or subsequent to a holiday, winter break, spring break or on the
453 last school day with students except in the following instances:
454

- 455 1. An employee may elect to use personal leave with the approval of the
456 superintendent.
- 457 2. In the case of an emergency, the superintendent of schools shall review the
458 circumstances surrounding the emergency and may grant paid personal
459 leave.
460

461 **8.2 Sick Leave**

462 Each full time Crisis Counselors/Social Workers shall receive nine (9) sick days per year.
463 Sick leave may be taken in hourly increments. Absences charged to sick leave will be
464 done in hourly increments. Unused sick leave hours shall be credited to each employee
465 with unlimited accumulation. Absences may be charged against sick leave for illness of
466 the employee or for illness of a member of the employee's immediate family (spouse,
467 children, step-children, parents, parents-in-law, stepparents, brothers, brothers-in-law,
468 sisters, sisters-in-law, sons-in law, daughters-in-law, grandparents, grandparents in-law,
469 grandchildren, immediate aunts and uncles, foster children and life partner) in those
470 instances where it is necessary for the employee to be with the member of his or her
471 immediate family during such illness.
472

473 If an employee is injured at work and leaves to seek medical attention (Urgent Care,
474 emergency room, doctor), he/she is not charged any leave time IF the employee is
475 released by the doctor and comes back to work that day. If the employee is released that
476 day after his/her shift has ended, and he/she reports to work the very next day, he/she is
477 not charged leave time. In other words, if there is no break in service, other than the time
478 the employee spent getting medical treatment, and if it is no longer than the next working
479 day, he/she is not charged leave time. This absence will not impact perfect attendance.
480
481

482
 483 If the employee is admitted to the hospital or must be out of work beyond that day,
 484 he/she is charged leave and must follow the district's leave and workers' compensation
 485 policies.
 486

487 **8.3 Sick Leave Bank Eligibility**

- 488
- 489 a. Crisis Counselors/Social Workers will be eligible for sick bank application on
- 490 day 1 of employment.
- 491 b. Sick Leave Bank: At the time of employment, each new Crisis
- 492 Counselors/Social Workers shall contribute his/her first day of sick leave to
- 493 the certified sick leave bank. The Board of Education shall match each of
- 494 these days, and the total shall constitute the sick leave bank.
- 495 c. If a Crisis Counselors/Social Worker needs sick leave in addition to his/her
- 496 total days accumulated, he/she may apply to the sick leave bank for an
- 497 extension. The sick leave bank is authorized to grant additional sick leave
- 498 days from the bank.
- 499 d. The payroll office is to be notified immediately by the sick leave bank of its
- 500 action and of the number of days left in the bank after each award.
- 501 e. An employee may use sick leave days from the sick leave bank after he/she
- 502 has exhausted his/her accumulated sick and personal leave.
- 503 f. The employee must complete the appropriate application and may be
- 504 required to show a doctor's certification for necessary absence from work.
 505

Time of Employment	Maximum Request	Payback Schedule	Amount of days to repay
1 day to 6 years	up to 12 days	50% of days borrowed	up to 6 days-all first year
7 years to 10 years	up to 18 days	50% of days borrowed	up to 9 days-all first year
11 years to 15 years	up to 27 days	50% of days borrowed	up to 13.5 days-days are split between first and second year
16 years and up	up to 33 days	50% of days borrowed	up to 16.5 days-days are split between first and second year

506
 507
 508 Note: The employee may not borrow from the sick bank a second time until all previous
 509 payback obligations are fulfilled.
 510

511 If the employee resigns before the payback obligation is met, the employee is still
 512 responsible for paying back the days borrowed. This will be figured based on the
 513 employee's daily rate of pay and will be deducted from the final paycheck. If there are no
 514 paychecks remaining the employee will be required to pay the district back at the
 515 employee's daily rate of pay.
 516

517 **8.4 Sick Leave Severance Pay at Retirement:**
 518

519 Severance pay at retirement, as verified by the receipt of the first check from the Missouri
520 Public Education Employee Retirement System (PEERS), shall be paid to a retiring Crisis
521 Counselor/Social Worker for all unused, accumulated sick leave at the base rate for
522 substitute teachers during the year of their retirement per day. Unused personal leave at
523 the end of the last year will be converted to sick leave for the purpose of leave severance
524 pay at retirement or resignation.
525

526 As an option to the above procedure, a retiring employee may receive his/her accumulated
527 sick leave, including those days earned in the final year of employment, into twenty-four
528 (24) equal additional payments during the final year of employment. The following
529 procedure must be followed: (1) the employee must notify the Superintendent of his/her
530 intent to retire on or before September 1 in the year retirement is to take place, and (2) an
531 appropriate district-provided form must be completed, notarized, and returned to the
532 Superintendent's office on or before September 1. Adjustments to the final paycheck will
533 be made to reflect any use of sick leave taken during the final year.
534

535 A pre-tax contribution may be made with accumulated sick leave into the district's 403(b)
536 and/or 457 Plan. The IRS stipulates the allowed contribution limit for the calendar year.
537 During the last year of employment, the guidelines listed above for notification procedures
538 apply first, then the election form must be presented to the benefits department by
539 September 1. For reimbursement after retirement, the election must be made prior to the
540 payroll processing of accumulated sick leave. A new enrollment form must accompany the
541 verification of retirement letter issued from the Missouri Public School Retirement System.
542 The distribution is a one-time election and must be processed within six months of the
543 retirement date. If applicable, Medicare taxes apply.
544

545 Upon resignation from the district (separation prior to retirement), Crisis
546 Counselors/Social Workers shall be paid for unused sick leave in accordance with the
547 following scale: Upon resignation from the school district Crisis Counselors/Social
548 Workers will be reimbursed \$45 for each accumulated sick day. Any claim for
549 reimbursement herein by an individual separating from the district shall be invalid if not
550 filed in writing within thirty (30) calendar days of the final workday.
551

552 **8.5 Perfect Attendance Incentive/Awards**

553

554 In addition to the severance pay plan of reimbursement for accumulated sick leave days
555 upon leaving the district, the district will also offer a more "immediate" incentive for Crisis
556 Counselors/Social Workers not to use any more personal leave or sick leave than
557 necessary.
558

- 559 a. Each employee who does not use any personal, sick leave, or dock days in a
560 school year will be awarded \$150 for perfect attendance in that school year.
- 561 b. Each employee who misses only one (1) day during the school year will be awarded
562 \$50.
- 563 c. The payment of \$150 for perfect attendance in a school year or the payment of \$50
564 for missing only one (1) day will be made in the month following the end of the
565 school year.
- 566 d. Use of jury duty leave, subpoenaed witness leave, and bereavement leave will not
567 count as absences for the purpose of implementing this incentive.
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8.6 Bereavement Leave

Crisis Counselors/Social Workers shall be granted up to three (3) days of bereavement leave as needed because of each death of a member of the immediate family.

- a. The term "immediate family" shall include spouse, children, stepchildren, parents, parents-in-law, stepparents, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren, immediate aunts and uncles, foster children and life partner.
- b. A memorial folder or death announcement may be requested by the employee's direct supervisor.
- c. Nothing herein shall be interpreted to prohibit an employee's use of personal leave.

An employee may write to the Superintendent for the following special considerations:

- Extended bereavement leaves up to five days shall be considered only in the case of a child, spouse, parents, siblings or life partner when travel or special circumstances require extended leave.
- The need for additional days used in the form of sick leave for bereavement purposes (Superintendent may request a doctor's note if applicable).
- Persons not covered under immediate family.

8.7 Jury Duty

Jury duty, when summoned, is considered a civic responsibility. Leave will be granted for the period of jury service providing adequate notice is given to the principal/supervisor. The difference in daily wages and payment received for jury duty will be paid for each day served on jury duty.

8.8 Subpoenaed Witness Leave

Employees who are subpoenaed to serve as a witness in court will be excused from their duties for the necessary amount of time and will receive their salary for this period. The absence will not be charged against any of the leave days provided by the Board of Education.

8.9 Military Leave

A leave of absence to perform military duties as a member of the national guard, or of any reserve component of the armed forces of the United States will be granted to all Crisis Counselors/Social Workers without loss of time, pay, or any other benefits to which the employee is otherwise entitled with details of such to remain consistent with state and federal law.

8.10 Leaves of Absence

- 617 a. A leave of absence without pay shall be considered for a Crisis Counselors/Social
618 Workers for the purpose of family care or medical leave. Family care, as defined
619 herein, shall require the individual being cared for as residing in the home of the
620 employee. Said leave shall be for a period of time mutually agreed upon by the
621 employee and the Board of Education. Such employee may elect to continue
622 insurance at his or her own expense for the duration of the leave by providing the
623 school district appropriate premium payments in the manner required by the
624 business office.
- 625
- 626 b. Crisis Counselors/Social Workers returning to employment after family care or
627 medical leave shall be returned to the same or a position equivalent to his or her
628 previous assignment. Although an employee is not guaranteed the same building
629 assignment, every effort will be made to return them to their position in the same
630 building. The employee shall not lose accumulated leave days or vacation days as
631 a result of said leave nor add to same during such period. In order to be eligible for
632 the full salary increase or to gain movement on a salary schedule, a Crisis
633 Counselors/Social Workers must have worked at least two-thirds of their current
634 work calendar. If an employee works less than two-thirds of their current work
635 calendar they will remain on the same salary step of the salary schedule and
636 receive whatever increase that step received.

637

638 **8.11 Family and Medical Leave Act of 1993 (FMLA):**

639 In addition to the leave policies already available to Crisis Counselors/Social Workers,
640 the Family and Medical Leave Act of 1993 (P.L. 103-3) allows eligible employees unpaid
641 leave for certain specified reasons, effective August 5, 1993. An employee is eligible if he
642 or she has been employed by the District for at least 12 months and has worked 1,250
643 hours during the previous 12 months. Sick leave, personal and vacation time are required
644 to be used during FMLA leave. Eligible employees are entitled to a total of 12 workweeks
645 of unpaid leave during any fiscal year for one or more of the following reasons:

- 646
- 647 a. Birth/Care of Child: Because of the birth of a son or daughter of the employee and
648 in order to care for such son or daughter;
- 649
- 650 b. Adoption/Foster Care Placement: Because of the placement of a son or daughter
651 with the employee for adoption or foster care;
- 652
- 653
- 654 c. Care of Sick Spouse/Child/Parent: In order to care for the spouse, or a son,
655 daughter, or parent of the employee, if such spouse, son, daughter, or parent has a
656 serious health condition; and
- 657
- 658 d. Personal Sick Leave: Because of a serious health condition that makes the
659 employee unable to perform the functions of the position of such employee.
- 660
- 661 e. Military Caregiver Leave: In order to care for a spouse, son, daughter, parent,
662 or next of kin of a covered service member with a serious injury or illness up to
663 a total of 26 workweeks to care for the service member; and

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- f. Military Qualifying Exigency Leave: In order to address qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or have been notified of an impending call or order to active duty, in support of a contingency operation.
- g. Questions Regarding Family and Medical Leave Act: The foregoing provisions represent an overview of the Family and Medical Leave Act of 1993. Specific questions concerning leaves of absence shall be referred to the personnel office and resolved consistent with the provisions of the law.

8.12 Misuse of Leave Days

Absence from duty without proper excuse or verification of leave days shall be considered grounds for disciplinary action, to include a notation in the employee's personnel file, and may result in the deduction of the appropriate number of days' pay. A deduction for each day's absence shall be determined in the following manner: divide the employee's annual salary by the number of days specified in the employee's work calendar.

Article 9. Employee Rights

9.1 Discipline and Due Process

- a. Discipline taken against an Employee shall be progressive and in accordance with state and federal law.
- b. Prior to discharging an Employee, efforts will be made by the supervisor to warn the Employee and to assist the Employee in correcting job performance inadequacies. During an investigation, if an employee is put on administrative leave, it shall be paid leave. Employees may be subject to appropriate disciplinary action in the following manner, except for infractions that may call for immediate suspension or termination due to misconduct of a serious or criminal nature:
 - 1. Informal Discussion
 - 2. Oral Reprimand
 - 3. Written Reprimand
 - 4. Suspension with or without Pay
 - 5. Termination
- c. The immediate supervisor shall notify an Employee within five (5) days of learning about any complaint or allegation that may justify a disciplinary meeting. The Employee will have prior notice of the meeting and will be informed of the nature and purpose of the meeting. In a disciplinary meeting, the employee shall have the right to a representative of his or her choice to serve as a silent observer. If two

- 712 supervisors meet with an Employee for a disciplinary matter, the Employee will have
713 the right to a representative of his or her choice.
- 714 d. Employees who have been suspended or whose employment has been terminated
715 by the Superintendent shall be given an opportunity to discuss such action with the
716 Superintendent. Such review shall take place prior to the time the Superintendent is
717 to report the suspension or termination to the Board of Education.
- 718 e. An Employee shall be considered terminated if the said individual
719 1. Resigns as an Employee of the District.
720 2. Is discharged by the District.
721 3. Fails to report to work for three (3) consecutive workdays, or three (3)
722 consecutive workdays following expiration of an authorized leave (without
723 giving a satisfactory explanation within said three consecutive workday
724 period) for not reporting. Such Employee shall be considered as having
725 voluntarily quit.
726

727 **9.2 Grievance Procedure**

728
729 The Association and the District agree that Employee concerns, to the extent practicable,
730 should be resolved at the Employee - Supervisor level. Some concerns by necessity will
731 require resolution at a higher level. The number of days indicated in this procedure are
732 workdays and should be viewed as maximum limits with every effort taken to expedite the
733 process.
734

- 735 a. The term "grievance" shall mean a claim that there has been a violation,
736 misinterpretation, or misapplication of any specific provision of this Memorandum,
737 District policy, regulation or rule, or any condition which endangers the health or
738 safety of an Employee.
- 739 b. All grievances to be considered must be reported and taken up with the District
740 within a period of ten (10) days from the date the grievance occurred or ten (10)
741 days from the date the infraction becomes known.
- 742 c. Grievances shall be settled in accordance with the following procedure.
743
- 744 1. Grievance Procedure Step 1
745
746 i. An Employee with a grievance shall first discuss it with her/her
747 immediate supervisor and/or the Assistant Superintendent for
748 Human Resources with the intent of resolving the matter
749 informally.
750 ii. If an Employee with a grievance does not resolve it at the informal
751 level, the Employee shall submit a written statement outlining the
752 grievance to their immediate supervisor. The immediate supervisor
753 shall, within five (5) days hold a conference with the grievant.
754 iii. Within five (5) days after the date of the conference, the immediate
755 supervisor shall provide a written response to the grievant.
756

757 2. Grievance Procedure Step 2

- 758
759 i. If a satisfactory settlement is not reached in the preceding Step,
760 the grievance (the extent and conditions of which may not be
761 expanded from Step 1) shall be taken up in writing within ten (10)

- 762 days by the Employee(s) with the Superintendent or his/her
763 designee.
- 764 ii. The Superintendent or his/her designee shall, within ten (10) days
765 schedule and hold a conference with the Employee relative to such
766 grievance.
- 767 iii. Within ten (10) days after the date of such conference, the
768 Superintendent or his/her designee shall provide a written
769 response to the grievance.

770

771 **3. Grievance Procedure Step 3**

772

- 773 i. If the Employee is not satisfied with the decision at Step 2, the
774 Employee may within ten (10) days submit the grievance, the
775 extent and conditions of which may not be expanded, to the Board
776 of Education.
- 777 ii. The Board of Education shall, within twenty (20) days schedule
778 and hold a hearing with the Employee relative to such grievance.
- 779 iii. Within ten (10) days after the date of such meeting, the Board of
780 Education shall provide a written response to the grievance, which
781 shall be final.
- 782
- 783 d. Bypass and Withdrawal. By mutual agreement any step of the grievance procedure
784 may be bypassed or time lines extended. A grievance may be withdrawn at any
785 level.
- 786 e. No Reprisals. No reprisals shall be taken by the District against any Employee
787 because of the Employee's participation in a grievance.
- 788 f. The Employee has the right to be represented by an Association representative at
789 all steps.
- 790

791

792 **9.3 Job Transfers –Voluntary & Involuntary**

793

794 During the regular school year and during the summer months, all vacancies in Crisis
795 Counselors/Social Workers will be posted electronically as informational items for current
796 employees. Any current employee may apply for any position for which he or she is
797 qualified and meets other stated requirements, by completing an electronic support staff
798 transfer request. Once a position is posted, it will be posted for five days, at which time
799 the posting will close.

800

801 The superintendent, in consultation with his or her administrative staff, will make
802 assignments and transfers of Crisis Counselors/Social Workers for the efficient operation
803 of the schools. Such transfers and assignments may be either permanent or temporary.
804 The requests and preferences of employees will be taken into consideration in making
805 assignments and transfers; however, priority must be given to the best interests of
806 students and the district.

807

808 Transfer of Crisis Counselors/Social Workers within the same job category may be made
809 by the Assistant Superintendent for Personnel or Personnel Services whenever the best
810 interests of the district are served by such transfer. Where necessary in the judgment of

811 the administration due to emergency or an adverse effect on the school district, an
812 employee may be assigned or transferred to another job category.

813
814

815 **9.4 Evaluation**

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817 Each Crisis Counselors/Social Worker will be provided a job description that outlines his
818 or her duties and responsibilities. An immediate supervisor will evaluate all Crisis
819 Counselors/Social Workers at least once annually prior to the time letters of continued
820 employment are normally issued. All evaluative reports will be in writing, and a copy will
821 be given to the employee within ten days of the evaluation being completed. The official
822 results of the employee evaluation will become a part of the employee's personnel record
823 and may be used in making decisions concerning continued employment status and
824 assignments.

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835 **Article 10. Working Conditions**

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837 **10.1 Plan Time**

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839 Due to the varying demands placed upon Crisis Counselors/Social Workers, the District is
840 unable to consider designating plan time for members of the group. Since there is typically
841 no prescribed schedule for the day, any preparation or planning activities required can be
842 carried out as the schedule allows.

843

844 **10.2 Crisis Line**

845

846 The Crisis Counselor/Social Worker who answers the crisis line during the school year will
847 be credited with 20 hours (or a prorated amount if for less than the school year) to count
848 towards their summer hours.

849

850 **10.3 PAS Coverage During the School Day**

851

852 The District will ensure that no Crisis Counselor/Social Worker is assigned to work at the
853 PAS program for more than three days out of the school year, unless an emergency
854 situation dictates otherwise. All District Crisis Counselors/Social Workers will be included
855 in the rotation for the school year. Further, the District will ensure that no Crisis
856 Counselor/Social Worker will spend more than 2.5 hours per day at the PAS program
857 unless an emergency situation dictates otherwise.

858

859

860 **10.4 Home Visits**

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862 The District expects Crisis Counselors/Social Workers to conduct periodic home visits in
863 order to effectively perform their job duties. However, no set number of home visits will be
864 required during any calendar year.

865
866

867 **10.5 Reduction in Force**

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- 869 a. Should a reduction in force be necessary, the employee with the least seniority in
870 the bargaining unit will be laid off first.
- 871 b. Employees terminated by layoff shall be given written notice of layoff at least two (2)
872 weeks prior to their termination date. Employees who are laid off shall be
873 considered on layoff status for a period of one (1) calendar year from the date on
874 which they were laid off.
- 875 c. No new employee shall be hired to perform bargaining unit work until employees on
876 layoff status have been offered recall. However, employees on layoff status shall
877 not be entitled to any accrual of seniority or benefits during layoff status, nor shall
878 they be credited with service or continuous service for any period during which they
879 are on layoff status.
- 880 d. If for any reason the Board anticipates a reduction in force, it shall prior to taking
881 formal action, advise and consult the Association. The Board shall meet with the
882 Association thirty (30) days prior to sending notice of layoff to the individual Crisis
883 Counselors/Social Workers.

884 **10.6 Health**

885 a. Tuberculosis

886 All new Crisis Counselors/Social Workers will be required to show proof that they
887 are free from tuberculosis. A note from a doctor or results showing a negative test
888 will be sufficient evidence. The employee will have two weeks from the effective
889 date of employment to provide this documentation.

890 b. Communicable Diseases

891 Any employee who knows or suspects that he/she is infected with a contagious or
892 infectious disease shall inform his/her immediate supervisor and provide details of
893 the situation. If there is any likelihood of the employee transmitting the disease to
894 other employees or students, the supervisor is to promptly inform the
895 Superintendent.

896
897 Each case of an employee infected with a contagious or infectious disease shall be
898 evaluated on an individual basis. An employee may be placed on sick leave if it is
899 determined that there is a likelihood of the employee transmitting the disease to
900 others. Pertinent federal, state and local laws will also be adhered to in connection
901 with a decision on the status of an employee. All personnel records, which refer to
902 an employee having a contagious or infectious disease, shall remain strictly
903 confidential.

904 **Article 11 Savings Clause**

905

906 If any provision of this Memorandum or any application of this Memorandum to any
907 Employee(s) is held to be contrary to law, then such provision or application shall not be
908 deemed valid and subsisting, except to the extent permitted by law. All other provisions or
909 applications shall be continued in full force and effect.

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912

**APPENDIX A
SALARY SCHEDULE**

FORT ZUMWALT SCHOOL DISTRICT 2022-23

Step	BA	BA12	BA24	MA	MA12	MA24	MA36	SPEC/MA48	DOCT
1	\$41,200.00	\$41,720.00	\$42,210.00	\$45,640.00	\$46,180.00	\$46,680.00	\$47,260.00	\$47,830.00	\$48,380.00
2	\$41,800.00	\$42,320.00	\$42,810.00	\$46,240.00	\$46,790.00	\$47,280.00	\$47,860.00	\$48,430.00	\$48,980.00
3	\$42,400.00	\$42,920.00	\$43,410.00	\$46,840.00	\$47,390.00	\$47,880.00	\$48,460.00	\$49,030.00	\$49,580.00
4	\$43,000.00	\$43,520.00	\$44,010.00	\$47,440.00	\$47,990.00	\$48,480.00	\$49,060.00	\$49,630.00	\$50,180.00
5	\$43,500.00	\$44,020.00	\$44,510.00	\$48,040.00	\$48,590.00	\$49,080.00	\$49,660.00	\$50,230.00	\$50,780.00
6	\$44,064.00	\$44,584.00	\$45,074.00	\$49,040.00	\$49,590.00	\$50,080.00	\$50,660.00	\$51,230.00	\$51,780.00
7	\$44,575.00	\$45,095.00	\$45,585.00	\$49,940.00	\$50,560.00	\$51,620.00	\$52,280.00	\$53,340.00	\$54,400.00
8	\$45,100.00	\$45,620.00	\$46,110.00	\$51,085.00	\$52,145.00	\$53,205.00	\$54,265.00	\$55,325.00	\$56,385.00
9	\$45,700.00	\$46,220.00	\$46,710.00	\$53,070.00	\$54,130.00	\$55,190.00	\$56,250.00	\$57,310.00	\$58,370.00
10	\$46,550.00	\$47,070.00	\$47,560.00	\$54,541.00	\$55,601.00	\$56,661.00	\$57,721.00	\$58,781.00	\$59,841.00
11	\$47,751.00	\$48,271.00	\$48,761.00	\$55,541.00	\$56,601.00	\$57,661.00	\$58,721.00	\$59,781.00	\$60,841.00
12	\$49,050.00	\$49,570.00	\$50,060.00	\$56,625.00	\$57,685.00	\$58,745.00	\$59,805.00	\$60,865.00	\$61,925.00
13	\$50,283.00	\$50,728.00	\$51,172.00	\$57,710.00	\$58,770.00	\$59,830.00	\$60,890.00	\$61,950.00	\$63,010.00
14	\$52,060.00	\$52,504.00	\$52,989.00	\$58,795.00	\$59,855.00	\$60,915.00	\$61,975.00	\$63,035.00	\$64,095.00
15	\$54,402.00	\$54,881.00	\$55,370.00	\$59,860.00	\$61,090.00	\$62,150.00	\$63,210.00	\$64,270.00	\$65,330.00
16	\$57,616.00	\$58,213.00	\$58,823.00	\$61,707.00	\$62,375.00	\$63,009.00	\$64,082.00	\$65,155.00	\$66,250.00
17	\$58,616.00	\$59,213.00	\$59,823.00	\$73,837.00	\$74,696.00	\$75,511.00	\$76,890.00	\$78,270.00	\$79,676.00

STATE BOARD OF MEDIATION
STATE OF MISSOURI

Fort Zumwalt Education Association,)
)
 Petitioner,)
)
 vs.) Public Case No. R 2019-101
)
 Fort Zumwalt School District,)
)
 Respondent.)

CERTIFICATION OF REPRESENTATION

An election having been conducted in this case under the supervision of the Chairman of the State Board of Mediation in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that an exclusive bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of election, within the time provided for such objections:

IT IS HEREBY CERTIFIED that Fort Zumwalt Education Association has been designated and selected by a majority of the employees of the Respondent, Fort Zumwalt School District, in the unit described below, as their exclusive bargaining representative. Pursuant to Section 105.575, RSMo. 2018, Fort Zumwalt Education Association is the exclusive representative of all the employees in this unit for the purpose of discussions with respect to salaries and other conditions of employment.

Unit: All Social Workers and Crisis Counselors

Signed this 23rd day of August 2019.



STATE BOARD OF MEDIATION


Todd Smith
Chairman

