

JULY 1, 2007 – JUNE 30, 2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

FZEA-PARED

AND THE

FORT ZUMWALT SCHOOL DISTRICT

JUNE, 2007

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1 **ARTICLE 1:**

RECOGNITION/EMPLOYEE RELATIONS

2
3 1.1

Employee Relations: It is the policy of the Board of Education of the Fort Zumwalt School District, hereinafter referred to as the "Board" or "District", to bargain in good faith with employees of an exclusive bargaining representative pursuant to Section 105.525, Mo. Rev. Stat. (See Appendix A). The Board or its designee shall meet, with the exclusive representative, for the purpose of negotiations with respect to salaries, benefits and other conditions of employment.

10
11 1.2

Exclusive Representative: The Board recognizes the Fort Zumwalt Education Association, MNEA, hereinafter referred to as the "Association," is the exclusive bargaining representative for the unit as described in Public Case No. R 96-007, Certification and Definition of Bargaining Unit. The following regulations shall apply to negotiations between the Association and the Board.

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18 A. Present Proposals: Members of the Association have the right to
19 present proposals to the Board relative to salaries, benefits and other
20 conditions of employment.
21
22 B. Negotiate in Good Faith: Whenever the members of the Association
23 present proposals relative to salaries, benefits and other conditions
24 of employment to the Board, the Board, or its designee shall meet,
25 and negotiate in good faith such proposals with representatives of
26 the Association. Discussions shall be scheduled at a time and place
27 mutually convenient, to both the Board and the Association.
28
29 C. Board Team: The Board shall designate a team of up to four (4)
30 members.
31
32 D. Association Team: The Association shall designate a team of up to
33 four (4) members, including a spokesperson who may or may not be
34 a District employee.
35
36 E. Release Time: Whenever discussions are conducted at such times as
37 conflicts with any Association team member's work schedule, the
38 Board shall provide such employee release time, with no loss of pay.
39
40 F. Agreement: The agreement as presented to the Board and the
41 Association will be reduced to a Memorandum of Understanding and
42 signed by representatives of both parties.
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G. Duration of Agreement: The Board and the Association agree that this Memorandum of Understanding shall be incorporated in the 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.

The Agreement between the Fort Zumwalt Board of Education and Fort Zumwalt Parent Educators will be in effect as of July 1, 2007 and shall continue in full force and effect through June 30, 2012 subject to a re-opener on 3+ family visits for the 2008-2009 school year and a salary re-opener for the 2010-2011 school year.

ASSOCIATION

BY Dana Asher
President

BY Lori Roach
Chairperson, Negotiating Committee

BOARD OF EDUCATION

BY Mary Lucia
President

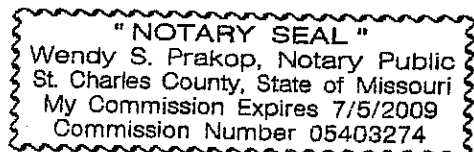
BY Laura Musket
Secretary

Subscribed and sworn to before me on this 30th day of August, 2007.

St. Charles County, O'Fallon, Missouri

Wendy S. Prakop
Notary Public

My Commission Expires: 7/5/09



1 **ARTICLE 3: GRIEVANCE PROCEDURE**

2
3 3.1 Purpose: The Association and the Board agree that employee concerns, to
4 the extent practicable, should be resolved at the employee-supervisor level.
5 Some concerns by necessity will require resolution at a higher level. This
6 grievance procedure outlines the procedures for processing those concerns.
7 The number of days indicated in this procedure are work days and should be
8 viewed as maximum limits with every effort taken to expedite the process.
9

10 3.2 Informal Level: An employee with a grievance shall first discuss it with
11 his/her supervisor and/or Assistant Superintendent for Special Services with
12 the intent of resolving the matter informally. The employee may request
13 any information, including personnel files maintained at Central Office or by
14 the supervisor.
15

16 3.3 Level 1: If an employee with a grievance does not resolve it at the Informal
17 Level he/she shall submit a written statement outlining the grievance to
18 his/her supervisor and Assistant Superintendent for Special Services. The
19 supervisor and Assistant Superintendent for Special Services shall hold a
20 hearing with the employee and involved parties. Information and witnesses
21 will be presented at the hearing. The supervisor and/or Assistant
22 Superintendent for Special Services shall give a written response to the
23 employee within five (5) days after receiving the grievance.
24

25 3.4 Level 2: If the employee is not satisfied with the decision of the supervisor
26 and/or Assistant Superintendent for Special Services, he/she must submit
27 the written grievance, of which the extent and conditions may not be
28 expanded, within ten (10) days to the Office of the Superintendent. The
29 Superintendent or his/her designee shall schedule and hold a hearing with
30 the grievant within ten (10) days of receipt of such grievance. Information
31 and witnesses will be presented at the hearing. The Superintendent or
32 his/her designees shall give a written response within five (5) days of such
33 hearing.
34

35 3.5 Level 3: If the employee is not satisfied with the decision at the
36 Superintendent's level, the employee must, within ten (10) days, submit the
37 matter, of which the extent and conditions may not be expanded, to the
38 Board of Education. The Board, after holding a hearing, shall issue a written
39 decision to the grievant, which shall be final, within five (5) days of such
40 hearing.
41

42 3.6 Other Provisions:

- 43
44 a. No Reprisals of any kind shall be taken by either party or by any
45 member thereof against a party of interest or any other participant in
46 the grievance procedure because of such participation.
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- b. Representation: The grievant will be represented at all stages of this procedure by representatives of his/her choosing. Should an employee or a representative be required by the employer's schedule to be absent from his/her regular assignment for a grievance hearing or meeting, he/she should be released without loss of pay or benefits.
- c. Witnesses: The grievant may call such witnesses as necessary to provide testimony in regard to the grievance.
- d. Information: The district will furnish the Association such information as is necessary for grievance processing. Hearsay shall not be allowed as information to be considered in the hearings.
- e. Appeal: In the event the employee fails to submit a grievance or an appeal within the time specified in the preceding subsections, the grievance or appeal may be rejected as untimely. However, the time limits specified herein may be extended by mutual agreement of the parties. If a supervisor's decision is not rendered within the time limits set out for any step, the grievance shall automatically be found in favor of the grievant.
- f. Combine Grievances: The Association shall have the authority to combine grievances and to grieve for employees. The Association may submit such grievance to commence at Level Two.
- g. Timely Notice: The grievant shall be informed at least five (5) days in advance of any scheduled meeting herein, but may agree to waive such time consideration to expedite the meeting at an earlier date.

1 **ARTICLE 4:**

2 **DUE PROCESS AND DISCIPLINE**

3 4.1

4 Employment Status: Parent Educators work under letters of employment.
5 Policies and procedures of the district shall not create contractual rights for
6 Parent Educators. However, Parent Educators can expect continued
7 employment until notified otherwise.

8 4.2

9 Discipline and Discharge: **In cases of disciplinary action against a**
10 **Parent Educator, efforts will be made by the supervisor and/or**
11 **Assistant Superintendent for Special Services to warn the**
12 **employee and to assist the employee in correcting job performance**
13 **inadequacies. Any discipline or reprimand will be delivered in a**
14 **timely manner, and will be appropriate to the situation. Hearsay or**
15 **unsubstantiated complaints will not be used for reprimand**
16 **discipline or a negative comment on the evaluation. Any**
17 **complaints made against a Parent Educator by any parent, student**
18 **or other person for whom the Parent Educator is responsible will be**
19 **called to his/her attention as soon as their working schedule**
20 **allows. Any such complaint not called to his/her attention may not**
21 **be used as a basis for any disciplinary action.**

22 Except for infractions that may call for immediate suspension with or without
23 pay or termination of employment, the district will adhere to the following:

- 24 • First instance requiring disciplinary action – verbal warning.
- 25 • Second instance requiring disciplinary action – written reprimand and
26 conference. The written reprimand shall advise the employee that
27 the next incident will result in a disciplinary action appropriate to the
28 offense, but which could lead to suspension or dismissal.
- 29 • Third instance requiring disciplinary action – conference,
30 recommendation for appropriate discipline and written summary of
31 the conference to the employee.

32 **The Board and the Association recognize there will be times when**
33 **the verbal warning, the written reprimand, or both may be**
34 **inadequate to deal with the situation, as the misconduct may**
35 **require termination of employment or suspension with or without**
36 **pay. In these instances, a conference will be held with the Parent**
37 **Educator by the Assistant Superintendent for Personnel and/or the**
38 **Assistant Superintendent for Special Services to inform him/her of**
39 **the disciplinary action being taken. If there are continuous**
40 **concerns about the same performance issue, the Parent Educator**
41 **has a right to a silent observer during the second and subsequent**
42 **meetings with the coordinator to discuss the issue. The**

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coordinator may include a silent observer as well. When two administrators meet with a Parent Educator, the Parent Educator has a right to representation in the meeting. The Parent Educator will receive a copy of the summary of the conference and any resulting disciplinary action.

- Resigns as an employee of the district.
- Fails to report to work for three (3) consecutive workdays or fails to report within three (3) consecutive workdays following the expiration of an authorized leave, without giving (within said three (3) consecutive workday period) a satisfactory explanation for not reporting. Such an employee shall be considered as having voluntarily quit.

4.2

Appeal: A Parent Educator who has been suspended with or without pay, or terminated by the Superintendent shall be given an opportunity to discuss the action with the Superintendent. Such review should take place prior to the time that the Superintendent is to report the suspension or termination to the Board of Education. The Superintendent's decision shall stand approved unless reversed by the Board at the time the Superintendent reports any such termination or suspension.

1 **ARTICLE 5: EVALUATION**
2

3 The purpose of the evaluation instrument is to assist and recognize the
4 employee for the significant role he/she plays in the District. The evaluation
5 process should be a positive ongoing process of open communication that
6 serves to assist, motivate, guide and evaluate the employee for the purpose
7 of improving the quality of performance.
8

9 5.1 Purposes:

- 10
11 a. To enable the employee to achieve personal and District goals.
12 b. To enable the employee to understand and recognize his/her duties
13 and responsibilities.
14 c. To help the employee identify personal and professional strengths
15 and weaknesses.
16 d. To provide guidance for the employee in improving weaknesses.
17 e. To recognize the employee's special talents and contributions to the
18 school program.
19 f. To serve as a guide for renewed employment.
20

21 5.2 Responsibility for Evaluation:

- 22
23 a. Responsibility for evaluating the employee's performance is placed
24 with the immediate supervisor and/or Assistant Superintendent for
25 Special Services.
26 b. Should the employee or supervisor feel there is a need for an
27 additional evaluation, either party may request another District
28 administrator to evaluate the employee's performance.
29

30 5.3 General Procedures: The employee's supervisor has the responsibility for
31 informing each employee in advance of the criteria. To bring a desirable
32 degree of consistency and uniformity to the evaluative process of Parent
33 Educators the following procedures will be observed:
34

- 35 a. All new employees will receive a formal evaluation at the end of the
36 first three (3) months of employment.
37 b. All Parent Educators will be evaluated at least once annually by an
38 immediate supervisor, or Assistant Superintendent for Special
39 Services.
40 c. All annual evaluations shall include at least one observation by the
41 Assistant Superintendent for Special Services and/or Early Childhood
42 Coordinator. All deficiencies will be noted. Deficiencies that could
43 result in termination will be noted and a thirty (30) day improvement
44 period shall be provided before formal evaluation.
45 d. All evaluative reports shall be in writing and a copy given to the
46 employee within ten (10) days of the evaluation being completed.
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- e. An official copy of each evaluative report shall be filed with the Assistant Superintendent for Personnel.
- f. The official results of the employee evaluation will become a part of the employee's personnel record and may be used in making decisions concerning continued employment status and assignments.

Each employee will be given an explanation of his or her duties and responsibilities and guidance in performing them satisfactorily by his or her immediate supervisor.

5.4 Time Lines: The Summative Evaluation shall be completed by May 15, unless an extension is mutually agreed between the employee and the supervisor and/or Assistant Superintendent for Special Services.

5.5 **A committee will be formed comprised of two parent educators and two district administrators to review and revise the parent educator evaluation form. A recommendation will be made by the committee to the Board of Education before November 1, 2007 to be in effect for the 2007-2008 school year, and the new instrument will be presented to the Parent Educators in a staff meeting.**

1 **ARTICLE 6:**

2 **GENERAL TERMS OF EMPLOYMENT**

3 6.1

4 Parent Educator – Early Childhood Education: A Parent Educator shall have
5 a minimum of a high school diploma or its equivalent, be competent in the
6 non-professional duties to be performed and have:

7 A. Certification in one of the following:

- 8 • Elementary Education
- 9 • Early Childhood Special Education
- 10 • Early Childhood Education
- 11 • Vocational Home Economics (Consumer and Homemaking)
- 12 • Occupational Child Care Services

13 and demonstrated ability in working with young children and their
14 parents; OR

15 B. A two-year associate degree or two-year certificate program in Early
16 Childhood Education, Child Development or Nursing and
17 demonstrated ability in working with young children and their
18 parents; OR

19 C. Sixty (60) college hours and two (2) years of successful experience in
20 a program working with young children and their parents; OR

21 D. Five (5) years of successful experience in a program working with
22 young children and their parents;

23 AND

24 E. Must show successful completion of approved training in parent
25 education regardless of previous training and experience according to
26 the following schedule:

- 27 1. A minimum of thirty (30) hours pre-service training;
- 28 2. A minimum of twenty (20) hours in-service training during the
29 first year of employment in an approved program;
- 30 3. A minimum of fifteen (15) hours in-service training during the
31 second year of employment in an approved program;

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4. A minimum of ten (10) hours in-service training for the third, fourth and fifth years of employment in an approved program.

F. Parenting experience is strongly recommended but not required.

6.2

Equal Opportunity Employment: The Fort Zumwalt School District is an equal opportunity employer. It is the policy of this district to afford equal employment opportunities to qualified individuals regardless of their race, color, national origin, ancestry, religion, socioeconomic status, marital status, sex, age, handicaps or memberships in legally constituted organizations, to the extent required by law. This policy applies to all aspects of the employment relationship, including recruitment, selection, placement, training, assignment, promotion, transfer, compensation, benefits and termination.

The goals of this policy are to (1) offer job training and educational opportunities to help employees succeed in their current jobs and prepare for advancement, giving protected groups every opportunity to participate; (2) assist employees in securing positions commensurate with their skills and knowledge, assuring equal access to promotion and advancement; (3) efficiently address concerns and grievances relating to this policy.

To ensure implementation of this policy, the Superintendent will (1) annually recommend for Board appointment a nondiscrimination compliance and grievance officer; (2) develop administrative practices consistent with the goals of this policy; and (3) report regularly to the Board on the progress toward these goals.

6.3

Tine Test: District and contract service employees shall be required to have an annual tine test, chest x-ray, or a waiver form from their physician.

6.4

Job Descriptions and Responsibilities: Job Descriptions are contained within District policy. Copies of the descriptions will be provided to all Parent Educators for any appropriate input. The final decision of job responsibilities is the responsibility of the Superintendent or his/her designee. However, any changes in responsibilities will be discussed with the Parent Educators prior to being implemented. (Reference Appendix C)

6.5

Full-Time and Part-Time Employees

Full-Time Employees: A full-time employee is one who is employed in a recognized job category for a minimum of thirty (30) hours weekly. Full-

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time employees will be provided with employee benefits as defined in Board policy.

Part-Time Employees: A part-time employee is one who is employed by the school district for less than thirty (30) hours weekly. No employee benefits will be provided to part-time employees.

Part-time employees will be utilized on an as needed basis. Full-time employees interested in available part-time positions will be given first consideration, but will not be required to accept part-time.

6.6 Safe Facilities and Conditions: The District agrees to take steps to provide safe working conditions. Employees who become aware of conditions that are unsafe or jeopardize the health or safety of employees or students shall notify their supervisor.

6.7 Personnel Files: It is the intent of the Board of Education to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all district employees. There shall be one personnel file for the district maintained in the Office of the Superintendent.

The file of an individual employee will be considered confidential information, to the extent allowed by the law, and will only be available to authorized administrative personnel and to the employee. Files containing immigration records will be kept separate from personnel files.

Upon request to and in the presence of the appropriate administrative official, any employee will have the right during regular working hours to inspect his or her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers.

Information of a derogatory nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

6.8 Expense Reimbursements: Parent Educators who incur expenses in carrying out their authorized duties will be reimbursed upon submission of a properly completed and approved voucher and such supporting receipts as required by the business office.

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Such expenses may be incurred and approved in line with budgetary allocations for specific types of expenses.

Expenses for travel will be reimbursed when the travel has the advance authorization of the Board and/or the Superintendent. The Superintendent may grant this authorization without prior Board action when the travel expense has been anticipated and incorporated into the operational budget of the particular program involved and the Board will later ratify such approval.

Mileage will be paid at the maximum allowable rate of the IRS. Automobile: Reimbursement for mileage will be made at the maximum allowable rate of the IRS. The mileage rate will remain the same for the entire fiscal year. The rate on July 1 will remain in effect through June 30. This is the maximum rate regardless of the number of passengers. Parking charges in reasonable amounts as well as toll road and toll bridge charges are reimbursable.

Parent Educators who travel at school expense will exercise the same economy as a prudent individual traveling on personal business and will differentiate between expenditures for business and those for personal convenience.

Mileage reimbursed to Parent Educators for family visits, group meetings and screenings will include mileage from the designated district Early Childhood office to the first visit, meeting or screening made for the day. It will also include mileage between each visit. Finally, mileage will be reimbursed from the final visit of the day back to the Early Childhood office. When a Parent Educator visits day families and evening families, there is often a significant break in between visits such that the Parent Educator does not go directly from one visit to another. Unless the Parent Educator is staying in the vicinity, when this occurs, he/she should include mileage from the last visit back to the Early Childhood office. Then he/she should start over counting mileage from the Early Childhood office to the evening visit and back to the Early Childhood office after the last visit.

6.9

Supplies and Materials: Parent Educators will be given supplies and authorized curriculum materials necessary for carrying out his/her job responsibilities, as determined by the Assistant Superintendent for Special Services and Early Childhood Coordinator in cooperation with the employee.

The district will budget \$120.00 for each Parent Educator for the 2007-2008, 2008-2009 and 2009-2010 school years, \$125.00 for 2010-2011 and \$130.00 for 2011-2012 school years. Parent

Educators will not be required to use their allocation for postage.

The district will continue to work in a flexible manner with the Parent Educators in the purchase of materials and supplies to perform their duties. Meetings with the district's Director of Purchasing may prove beneficial in the establishment of new and more flexible purchasing arrangements. However, the district's purchase order system continues to be a safe and accountable system for the purchase of materials by all employees. Cash advancements without receipts or other means of accounting for the funds are not prudent, nor would the district's auditing firm approve them.

6.10

Paperwork: State regulations mandate appropriate and accurate paper documentation for reimbursement. Efforts will be made to reduce paperwork when possible. As Parent Educators conclude work for a school year, they will be paired with another Parent Educator for the purposes of checking out. Checking out should be defined as simply matching lesson plans to dates, etc. Files that appear to have missing or questionable items should be submitted to the Coordinator for further review.

The secretary and clerk are responsible for office paperwork. In unusual circumstances, if additional help is needed, Parent Educators will be asked to volunteer if there is time available in their schedules. No one will be mandated to do such work.

6.11

Training/Conferences: Employees shall be reimbursed for conference attendance required for maintaining proper certification for his/her early childhood responsibilities. Attendance at conferences determined to be helpful to an employee in carrying out his/her responsibilities may be requested.

6.12

Inservice/Workshops: Required training for new Parent Educators shall be paid as additional salary if Parent Educators are required to attend days before the beginning of the contract year.

Parent Educators shall have the opportunity to request attendance at workshops and inservices appropriate for their job responsibilities. Approval will be determined on a case-by-case basis.

When inservices relating to the field are attended during the contract year, they will become hours worked and recorded as such on the time sheet.

6.13

Work Week: Daily time schedules for Parent Educators will be established by the Superintendent or his/her designee in cooperation with the Early Childhood Education Coordinator. Work Calendars will be developed annually. Each employee will be provided with an appropriate work calendar

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prior to the beginning of the new school year. The work calendar may be modified during the course of the year, as required by weather conditions and other unforeseen events.

A. Flex and Compensatory Time: Parent Educators are encouraged to work their weekday hours, however, because of the flexible nature needed for the program, a Parent Educator may need to use flex time. Flex time is available for part-time and full-time Parent Educators to balance a lengthened work week with a shortened one or vice versa. It may also be used for Parent Educators to reschedule visits when there is a schedule conflict, a no-show by a family or when the Parent Educator is on FMLA. Flex time should be reconciled within two (2) weeks unless there is mutual agreement between the Parent Educator and Coordinator to schedule it at a different day. Should flex time rescheduling result in the Parent Educator working more than forty (40) hours per week, the Parent Educator should consult with the coordinator to discuss compensatory time or overtime arrangements. If at all possible, the Parent Educator should schedule visits such that he/she does not exceed forty (40) hours per week.

B. Group Meetings: The Parent Educators are responsible for the planning and organizing of group meetings. The organization and distribution of those meetings will be agreed upon by the Parent Educators and their supervisor. Assignments for responsibility of group meetings shall be in a fair and equitable manner.

Full-time Parent Educators are responsible for participating in 8 – 9 group meetings per year. Part-time Parent Educators will be responsible for 4 – 5 group meetings per year. Parent Educators who wish to conduct more group meetings may volunteer to do so, however, should not recruit volunteers or assistants to help with “extra” meetings.

C. **Case Load: A full-time Parent Educator shall have a caseload of 70-90 families unless there are not enough families available to meet the minimum caseload. Any high-needs family, day or night is counted as 1.5. Any multiple family, day or night is counted as 2. Caseloads will be calculated at the end of each month whereby families who are exiting will be deleted prior to the new families being added. The final number of families will not exceed the maximum caseload of 90. The caseload shall be pro-rated for parent-time Parent Educators.**

Full-time Parent Educators shall service no more than twelve (12) evening families per school year, unless otherwise agreed upon by the Parent Educator Coordinator and/or Assistant Superintendent for Special Services. As Parent Educator positions are posted, the number of evening families will

284 be identified on the posting. In addition, the letter of employment signed by
285 each parent educator shall indicate the number of evening families that the
286 Parent Educator may expect. Evening services begin at the end of the
287 school day (which is usually 3:30 p.m.) and before 8:00 p.m
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289 **3+ Families**

290 **Over the 2007-2008 school year, the District will review the new**
291 **legislation with regard to 3+ families. Since State requirements**
292 **will not be known until after July 1, 2007, the number of children in**
293 **the family, the length of the visits, and the additional lesson**
294 **planning required will be considered at that time. If there is an**
295 **additional factor increase, it will be consistent with the current**
296 **practice. Any appropriate changes will be implemented as soon as**
297 **possible for the 2007-2008 school year and beyond. The District**
298 **will also ensure that all Parent Educators are trained and certified**
299 **for 3+ visits at the District's expense.**
300

301 **Evening Families**

302 **During the 2007-2008 school year, the District will transition full**
303 **time Parent Educators to have a range of 16-30 evening families**
304 **(equivalency). Parent Educators who work 20 hours per week shall**
305 **have no more than the equivalency of 25 evening families. Parent**
306 **Educators who work 16.25 hours shall have a maximum of the**
307 **equivalency of 16 evening families, unless they were employed as**
308 **full time evening Parent Educators. During the transition year,**
309 **Parent Educators will progress toward the new evening case load**
310 **numbers as families are dismissed from the program.**
311

312 **If at any time a Parent Educator would like to lower or raise the**
313 **maximum number of evening families in his/her caseload, the**
314 **Parent Educator should put that in writing to the Early Childhood**
315 **Coordinator and to the Personnel Department. As family needs and**
316 **personnel change, the District will try to accommodate each**
317 **request in the order submitted.**
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319 Each Parent Educator is responsible for contacting their families and
320 scheduling appointments for home visits, and for encouraging families to
321 participate in group meetings. The Parent Educator must strive to have as
322 many contacts as possible with each of their families.
323

324 **Families who are not in the program for the full year will have their**
325 **contacts prorated appropriately. During the 2004-2005 school**
326 **Coordinator's Council will discuss and decide on a prorated number**
327 **of visits based on the following issues:**
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- 329 ✓ When prorating starts and/or ends for incoming and exiting
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families;

- ✓ Number of personal contacts for prorating.

The Coordinator's Council will review this annually.

The district shall make every effort to hire part-time Parent Educators to work primarily with evening families. Parent Educators with more than ten (10) years of service in the P.A.T. program in Fort Zumwalt School District should be offered a reduced evening caseload of no more than ten (10) families whenever caseload and program needs allow.

- D. Access to Early Childhood Office: Access to the Early Childhood office may be necessary for some Parent Educators during evening hours when office staff is not working. Therefore, the district will make every effort to work with Parent Educators who need access to the building. The Early Childhood Coordinator will devise a working plan to assist access to the building. Any Parent Educator suggestions will be taken into consideration for this plan. Security procedures recognized by the district and the property owner will be considered when the plan is devised.

1 **ARTICLE 7:**

2 **LEAVE OF ABSENCE**

3 7.1

4 Sick Leave: Each employee who starts work at the beginning of the
5 school year shall earn nine (9) days of sick leave for the year, with
6 five (5) days credited at the beginning of the school year and four
7 (4) days credited immediately following winter break. Employees
8 who join the system after the start of the school year shall earn one
9 day of sick leave for each full month worked, with the crediting of
10 sick days at the time of employment on a pro-rated basis. Anyone
11 who separates from the system during the year and who has used
12 sick leave beyond its availability shall have the final paycheck
13 adjusted to reflect an overpayment of earnings to that employee.
14 Unused sick leave days shall be credited to each employee with
15 unlimited accumulation. During the first month of the school year,
16 the employee may check with his/her supervisor to determine the
17 number of accumulated sick days.

18 Absences may be charged against sick leave for illness of the
19 employee. If there is a question as to whether the employee is able
20 to perform his or her duties, the Superintendent may postpone the
21 employee's return to work upon the recommendation of a medical
22 doctor.

23 Absences may also be charged against sick leave for illness of a
24 member of the employee's immediate family (spouse, children, step-
25 children, parents, parents-in-law, daughters-in-law, grandparents,
26 grandparents-in-law, and grandchildren) in those instances where it
27 is necessary for the employee to be with the members of his or her
28 immediate family during such illness.

29 When it is necessary for a Parent Educator to take sick leave or
30 FMLA, the employee shall have the option of completing family visits
31 prior to or upon return from sick leave for FMLA, or request that
32 another Parent Educator make-up the family visits. Should the
33 Parent Educator make-up his/her own visits, he/she shall continue to
34 be paid at the normal rate of pay. If the Parent Educator is unable
35 to perform his/her duties, or chooses to request a "substitute,"
36 he/she shall take sick leave or FMLA and provide the proper
37 information to another Parent Educator for family visit(s).

38 For the Parent Educator who is "substituting" for the employee on
39 sick leave or FMLA, he/she shall be paid at his/her normal rate of pay
40 per hour for any additional hours worked.

41 "Substitute" Parent Educators may be currently employed part-time
42 or full-time Parent Educators in Fort Zumwalt School District who are
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willing to work extra time during someone's sick leave, or may be non-employees who are certified by the State of Missouri to be a Parent Educator.

7.2

Sick Leave Bank: The purpose of the sick leave bank is to furnish a continuing income for employees who are faced with serious health conditions and have used up all of their sick leave and personal leave days. At the time of employment, each new Parent Educator shall contribute his/her first day of sick leave to the sick leave bank. The district shall match each of these days and the total shall constitute the "Parent Educator Sick Leave Bank." Eligible employees who qualify under this policy shall be granted additional sick days from the sick leave bank over and above the number normally allotted and shall later reimburse the sick leave bank for a portion of those days.

I. Eligibility

- A. A Parent Educator who has a serious health condition that make him/her unable to perform the functions of his/her position shall be entitled to additional paid sick days from the sick leave bank in accordance with the schedule set out in Paragraph IV of this policy.

- B. For purposes of this policy, the term "serious health condition" shall be defined in the same way as it is defined under the Family and Medical Leave Act of 1993. Under FMLA rules, a "serious health condition" means illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. The term is intended to cover conditions or illnesses affecting one's health to the extent that in-patient care is required, or absences are necessary on a recurring basis for more than a few days for treatment or recovery. Examples of serious health conditions include heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries caused by serious accidents on or off the job, ongoing pregnancy, severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth.

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C. The term is not intended to cover short-term conditions for which treatment and recovery are very brief. Employees unable to work as a result of colds, flu, fever, etc. which do not constitute a serious health condition are not eligible to receive additional days from the sick leave bank. Nor will days be granted for elective or cosmetic surgery. The sick leave bank is not intended for employee absences due to reasons other than serious health conditions.

II. Reimbursement by Employees

A. Employees who are granted additional sick leave shall subsequently reimburse the sick leave bank from future sick leave days in accordance with the schedule set out in Paragraph IV.

III. Procedures

A. Requests for additional sick days shall be administered by the Personnel Department. The applicant shall use forms and procedures of the Personnel Department.

B. All sick days and personal leave days must be used before applications for additional sick days shall be considered.

C. Additional sick leave can only be granted in full-day units.

D. Any additional sick days granted from the sick leave bank will terminate at the end of the school year.

E. An application for additional days must be supported by a certification issued by a medical doctor. If the District has reason to doubt the validity of the certification, the District may require, at the District's expense, that the employee obtain the opinion of a second medical doctor designated by the District. In any case where the second opinion differs from the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third doctor designated or approved jointly by the District and the employee, whose certification shall be final and binding.

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- F. If at any time the sick leave bank is depleted, employees will be promptly notified in writing of such fact and advised that no further additional sick days will be granted until further notice.
- G. All unused days in the sick leave bank shall carry over to the next school year.

IV. Request and Reimbursement Schedule:

Additional sick days shall be allotted to eligible employees based on their length of service with the District in accordance with the following schedule:

| <u>Time of Employment</u> | <u>Maximum Request</u> | <u>Payback Schedule</u> | |
|---------------------------|------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 90 Days to 2 Years | 6 Days | 2 for 1, 2, 3 4 for 4, 5, 6 | |
| 3 Years to 6 Years | 12 Days | 2 for 1, 2, 3 4 for 4, 5, 6 6 for 7, 8, 9 8 for 10, 11, 12 | |
| 7 Years to 10 Years | 18 Days | 2 for 1, 2, 3 4 for 4, 5, 6 6 for 7, 8, 9 8 for 10, 11, 12 10 for 13, 14, 15 12 for 16, 17, 18 | |
| 11 Years to 15 Years | 27 Days | 2 for 1, 2, 3 4 for 4, 5, 6 6 for 7, 8, 9 8 for 10, 11, 12 10 for 13, 14, 15 12 for 16, 17, 18 | 14 for 19, 20, 21 16 for 22, 23, 24 18 for 25, 26, 27 |
| 16 Years and Up | 33 Days | 2 for 1, 2, 3 4 for 4, 5, 6 6 for 7, 8, 9 8 for 10, 11, 12 10 for 13, 14, 15 | 14 for 19, 20, 21 16 for 22, 23, 24 18 for 25, 26, 27 20 for 28, 29, 30 22 for 31, 32, 33 |

V. Appeal Rights

Any employee whose request for additional sick days is denied may appeal such decision to the Board of Education pursuant to the applicable grievance procedure.

7.3

Unused Sick Leave Reimbursement - The following procedures will be used in providing for cash reimbursement for unused sick leave:

- Retirement – Unused sick leave reimbursement pay at retirement, as verified by the receipt of the first check from the Retirement System, shall be paid to a retiring support staff employee for all unused sick leave in accordance with the following scale: the number of hours worked per day times 125% of the federal government minimum hourly wage, times the number of unused accumulated sick leave days. Any claim for reimbursement herein by an individual separating from the district shall be invalid if not filed in writing within thirty (30) calendar days of the final workday.

A retiring support staff member may be able to incorporate accumulated sick leave, including those days earned in the final year of employment, into his or her salary during the final year of employment. The following procedure must be followed: (1) the support staff employee must notify the Superintendent of his or her intent to retire on or before June 15, in the year retirement is to take place, and (2) an appropriate district-provided form must be completed, notarized and returned to the Superintendent's Office on or before June 15. Adjustments to the final paycheck will be made to reflect any use of sick leave taken during the final year. The Retirement Sick Leave Reimbursement of Support Staff Members Form is in the Business Office Procedures Handbook.

- Termination – Upon leaving the district prior to retirement, support staff employees shall be paid for unused sick leave in accordance with the following scale: the number of hours worked per day times 65% of the federal government minimum wage, times the number of unused accumulated sick leave days. Any claim for reimbursement herein by an individual separating from the district shall be invalid if not filed in writing within thirty (30) calendar days of the final workday.

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- Sick Leave Reimbursement for Deceased Employees – For purposes of paying for unused days of sick leave, the death of a staff member will be treated in the same manner as retirement and the prevailing retirement rate will be used in the calculation. Each employee will be asked at the time of employment to indicate the person to whom they wish such payment to be made, if necessary. The Support Staff Sick Leave Reimbursement For Deceased Employees Form is in the Business Office Procedures Handbook.

7.4

Pregnancy Disability – Parent Educators who are absent because of pregnancy related disability may use accumulated sick leave in the same manner that sick leave is applied to other absences. During such periods of time the normal insurance coverage will continue at district expense. Normal recovery time will be consistently applied as being six (6) to eight (8) calendar weeks in length unless otherwise determined by the physician. If there is a question as to whether the employee is able to perform her duties, the Superintendent may postpone the employee’s return to work upon the recommendation of a medical doctor.

NOTE: See Family and Medical Leave Act of 1993 for additional options provided by law.

7.5

Personal Leave – Three (3) days of personal leave shall be granted annually to each employee, upon recommendation by the employee’s supervisor and approval by the Assistant Superintendent for Personnel. The Assistant Superintendent for Personnel shall be notified at least one week in advance of the leave, except in cases of emergency as determined by the appropriate supervisor. The supervisor may limit the granting of personal leave to insure that the schools are adequately staffed on any given day. Applications for personal leave should be made in writing on forms available in the Early Childhood Coordinator’s Office. In the event an employee terminates his or her employment prior to completing the annual work calendar, only one day of personal leave will be granted. Appropriate deduction will be made on the employee’s final paycheck to reflect excessive use of personal leave beyond the one day allowed. Personal leave days can be accumulated to a maximum of four (4) days and must be taken in no less than one-half day segments. Unused personal leave in excess of four (4) days shall be credited to the employee’s sick leave.

No employee shall be permitted the use of personal leave on the day preceding or subsequent to a holiday or preceding or subsequent to winter break or spring break except in the following instances:

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- A. An employee may elect to use personal leave one (1) time during his/her career with the approval of the Superintendent.
 - B. In the case of an emergency, the Superintendent of Schools shall review the circumstances surrounding the emergency and may grant paid personal leave. When the employee has utilized his or her personal leave, the Superintendent may advance personal leave against the next school year's personal leave. In the event the employee does not return the following school year, any advanced personal leave days will be deducted from reimbursement of accumulated sick leave. If accumulated sick leave does not exist, the employee's final paycheck will be adjusted.

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7.6 Presenteeism Incentive – In addition to the severance pay plan of reimbursement for accumulated sick leave days upon leaving the district, the district will also offer a more "immediate" incentive for Parent Educators not to use any more personal leave or sick leave than necessary. Each employee who does not use any personal leave or sick leave during the scheduled work days of the employee's calendar (including winter and spring breaks) in a semester during the "regular school year" will be awarded fifty dollars (\$50.00) by the Board of Education for perfect attendance in that period of time. The payment will be made in the month following the end of the semester. Use of Jury Duty Leave, Subpoenaed Witnesses Leave, Bereavement Leave and Compensatory Time, accumulated and used within the employee's work calendar, will not count as absences for the purpose of implementing this incentive.

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7.7 Bereavement Leave – Parent Educators shall be granted up to three (3) days of bereavement leave for each death of a member of the immediate family. The term "immediate family" shall include spouse, children, step-children, parents, parents-in-law, step-parents, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren and immediate aunts and uncles. Nothing herein shall be interpreted to prohibit an employee's use of personal leave.

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7.8 Jury Duty Leave – 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 Assistant Superintendent for Special Services. The difference in daily wages and payment received for jury duty will be paid for each day served on jury duty. A substitute will be provided, if necessary. Absences to appear as a plaintiff, defendant or voluntary witness shall be considered as

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personal leave absences.

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

7.10 Family Care Leave – A leave of absence without pay shall be granted to an employee for the purpose of family care. Family care, as defined herein, shall require the individual being cared for as residing in the home of the employee. Said leave shall be for a period of time mutually agreed upon by the employee and the Board of Education. Such employee may elect to continue insurance at his or her own expense for the duration of the leave by providing the school district appropriate premium payments in the manner required by the business office.

An employee returning to employment after family care leave shall be returned to the same or a position equivalent to his or her previous assignment. The employee shall not lose accumulated leave days as a result of said leave nor add to same during such period.

NOTE: See Family and Medical Leave Act of 1993 for additional options provided by law.

7.11 Extended Period Leave – Each request for leave for extended periods of time will be acted on individually by the Board of Education.

7.12 Dock Days – The Superintendent may grant an employee’s request to be absent without pay. Approved dock day absences will be coordinated with the Superintendent.

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.

7.13 Family and Medical Leave Act of 1993: In addition to the leave policies already available, the Family and Medical Leave Act of 1993 (P.L. 103-3) allows eligible employees leave without pay for certain specified reasons, effective August 5, 1993. An employee is eligible if he or she has been employed by the District for at least twelve (12) months and has worked at least 1,250 hours during the previous twelve (12) months. Eligible employees are entitled to a

385 total of twelve (12) workweeks of unpaid leave during any fiscal year
386 for one or more the following reasons:
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- 388 A. Birth/Care of Child: Because of the birth of a son or daughter
389 of the employee and in order to care for such son or
390 daughter;
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- 392 B. Adoption/Foster Care Placement: Because of the placement
393 of a son or daughter with the employee for adoption or foster
394 care;
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- 396 C. Care of Sick Spouse/Child/Parent: In order to care for the
397 spouse, or a son, daughter, or parent, of the employee, if
398 such spouse, son, daughter, or parent has a serious health
399 condition; and
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- 401 D. Personal Sick Leave: Because of a serious health condition
402 that makes the employee unable to perform the functions of
403 the position of such employee.
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405 The following provisions shall apply to leaves of absence as
406 authorized herein:
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- 408 1. Limit on Child Care Leave: The right to leave under
409 subparagraphs 1 and 2 shall expire at the end of the
410 12-month period beginning on the date of such birth or
411 placement of a son or daughter.
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- 413 2. Serious Health Condition: The term "serious health condition"
414 as used in subparagraphs 3 and 4 means illness, injury,
415 impairment, or physical or mental condition that involves
416 inpatient care in a hospital, hospice, or residential medical
417 care facility, or continuing treatment by a health care
418 provider.
419
- 420 3. Relationship to Paid Leave: Through other leave policies,
421 paid sick days are already available to employees for leave in
422 some of the categories set out in subparagraphs 1 through 4
423 above. Where paid sick days are available, employees are
424 required to substitute such paid sick days for that portion of
425 the 12-week period of unpaid leave.
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- 427 4. Certification: The District may require that a request for
428 leave under subparagraph 3 or 4 be supported by a
429 certification issued by a doctor. If the District has reason to
430 doubt the validity of the certification, the District may require,
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at the district's expense, that the employee obtain the opinion of a second doctor designated by the District. In any case where the second opinion differs from the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third doctor designated or approved jointly by the district and the employee, whose certification shall be final and binding.

5. Intermittent or Reduced Schedule Leave: When medically necessary, leave under subparagraphs 3 and 4 may be taken intermittently or on a leave schedule that reduces the usual number of hours per workweek or workday. If the employee requests intermittent leave, or leave on a reduced leave schedule, that is foreseeable based on planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.
6. Advance Notice of Foreseeable Leave: Where leave under subparagraphs 1 or 2 is foreseeable based on an expected birth or placement, the employee shall provide the District with not less than thirty (30) days prior notice of the employee's intention to take leave. When the necessity for leave under subparagraphs 3 or 4 is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the district and shall provide the district with not less than thirty (30) days prior notice of the employee's intention to take leave.
7. Restoration to Position: Any eligible employee who takes leave under subparagraphs 1 through 4 above shall be entitled, on return from such leave, to be restored to the position held when the leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
8. Special Rules Applicable to Leave Periods Near End of A Semester: Because the end of the semester is a critical time for such tasks as developing final exams and evaluation of students, the following special rules apply to instructional

481 employees seeking to return from leave during the
482 last three (3) weeks of a semester:

- 483
484 a. If the employee begins the leave five (5) or more
485 weeks prior to the end of the semester, and the
486 period of leave is for more than three (3) weeks. Then
487 the district can require an employee seeking to return
488 within the last three (3) weeks to wait until the next
489 semester.
- 490
491 b. If the employee begins any leave (except personal or
492 sick leave) less than five (5) weeks before the end of
493 the semester and the period of leave is greater than
494 two (2) weeks, then the district can require an
495 employee seeking to return within the last weeks to
496 wait until the next semester.
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498 c. If the employee begins any leave (except personal or
499 sick leave) three (3) or fewer weeks before the end of
500 the semester and the period of leave is greater than
501 five (5) working days, the district may require the
502 employee to wait until the next semester.

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504 9. Continuation of Health Insurance: During the period of leave,
505 the district shall maintain health insurance coverage (Health
506 and Major Medical, Dental, Optical) at district expense under
507 the conditions coverage would have been provided if the
508 employee had continued in employment continuously for the
509 duration of such leave.

510
511 10. Questions Regarding Family and Medical Leave Act: The
512 foregoing provisions represent an overview of the Family and
513 Medical Leave Act of 1993. Specific questions concerning
514 leaves of absence shall be referred to the Assistant
515 Superintendent for Personnel and resolved consistent with the
516 provisions of the law.

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518 Employees are asked to fill out leave request forms when
519 requesting leave. These forms are in the Business Office
520 Procedures Handbook and are available through the
521 employee's supervisor.

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523 7.14

524 Holidays: There are a maximum of three (3) paid holidays per year.
525 The length of the work calendar determines the number of available
526 paid holidays. The available paid holidays are Thanksgiving Day,
527 Christmas Day, and Presidents' Day.

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7.15

Workload and Leaves: Efforts will continue to be made to hire certified substitutes for Parent Educators on long-term leave.

If no certified substitute can be found, temporary work that may be available due to a Parent Educator being on Family or Medical Leave will be offered to part-time Parent Educators as an opportunity to extend hours on a temporary basis. Such temporary work is not posted, but all part-time Parent Educators will be made aware of the opportunity. If all factors are equal among the part-time Parent Educators, the Parent Educator with the most seniority shall be given the opportunity.

Families will be evenly distributed among full-time Parent Educators if part-time Parent Educators are not interested in having hours extended.

1 **ARTICLE 8: VACANCIES AND TRANSFERS**

2
3 8.1 Posting of Vacancies – During the regular school year, all vacancies in the
4 support and professional staff positions will be posted for seven (7)
5 workdays, prior to filling the vacancies, as informational items for current
6 employees. The Board reserves the right not to fill a vacancy. Professional
7 and support staff, and Parent Educator vacancy notices shall be posted in
8 the office of the Early Childhood Coordinator and sent to the Association’s
9 office. Vacancy notices are provided from the Office of the Assistant
10 Superintendent for Personnel. A Parent Educator may apply for any position
11 for which he or she is qualified and meets other stated requirements.
12 Parent Educators who apply for other positions in the district will be granted
13 an interview. If not selected, the Parent Educator may reapply for future
14 positions and will be re-interviewed upon each year of application.

15
16 8.2 Creation of New Jobs – All Parent Educators shall be given the opportunity to
17 apply for posted vacancies. If all factors are equal among the Parent
18 Educators applying for a new Parent Educator position, the Parent Educator
19 with the most seniority shall be given the position.

20
21 If additional hours are permanently added to the program, all Parent
22 Educators will be notified and given the opportunity to apply.

23
24 8.3 Filling of Vacancies – Transfer requests for vacancies are filed in the Office
25 of the Assistant Superintendent for Personnel. Such requests are kept on
26 file for one year from the date of application. Vacancies shall be filled on
27 the basis of experience, qualifications and certification needed. If all factors
28 between internal and external candidates are equal, preference shall be
29 given to the internal candidates. If all factors between internal candidates
30 are equal, the most senior candidate shall be selected. Full-time Parent
31 Educators who wish to be part-time, and part-time Parent Educators who
32 wish to be full-time should indicate that in writing to the coordinator and will
33 be granted a status change except in extenuating circumstances. If a
34 Parent Educator is not granted a status change (part-time to full, or full-time
35 to part), reasons will be given in writing.

36
37 **As Parent Educator positions are posted, the number of evening**
38 **families will be identified on the posting. In addition, the letter of**
39 **employment signed by each parent educator shall indicate the**
40 **number of evening families that the Parent Educator may expect.**
41 **Evening services begin at the end of the school day (which is**
42 **usually 3:30 p.m.) and before 8:00 p.m.**

43
44 Applicants for a position shall be notified in writing of the District’s decision.
45 No employee will be discouraged from seeking a transfer. No employee will
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be penalized in his/her present assignment because of any such request for transfer.

8.4 Seniority – There is only one job category for seniority. Seniority will be for continuous employment in the Fort Zumwalt Parents As Teachers program. Leaves of absence will not affect seniority.

8.5 Involuntary Transfers – Should the district find it necessary to transfer a Parent Educator to a different certification area, based on caseload or other program needs, Parent Educators shall be asked to volunteer for the assignment first. Should no one volunteer, the least senior Parent Educator that is certified shall be involuntarily transferred.

8.6 Reduction in Force – Should a reduction in force be necessary, the last Parent Educator hired will be the first to be laid off. If a person scheduled for layoff has additional certifications that are needed in the program, that person may be retained if no senior person has the available certification to meet the program needs.

1 **ARTICLE 9: SALARY AND FRINGE BENEFITS**

2
3 9.1 Salary Determination – All Parent Educator Employees shall be
4 reimbursed in accordance with the Parent Educator salary plan.

5
6 9.2 Salary Schedule –

- 7
8 A. Experience Credit: Experienced Parent Educators new to the
9 district will be placed at the entry level of the Parent Educator
10 Salary Plan.
11
12 B. Time Sheets: It is the responsibility of the Parent Educator to
13 complete time sheets according to the payroll schedule provided
14 by the Fort Zumwalt School District business office. This payroll
15 schedule will be posted in the P.A.T office. If the Parent Educator
16 is not able to reconcile a last minute change in person due to
17 circumstances beyond the control of the Parent Educator, a
18 telephone call should be made to the coordinator or secretary as
19 early as possible on the morning of the day time sheets are due.
20
21 C. Payment: Annual salaries will be paid in twenty-four (24) equal
22 payments payable not later than the first and fifteenth of each
23 month. When the first and/or the fifteenth of the calendar month
24 fall on a weekend or holiday, salaries will be paid on the last
25 preceding working day.

26
27 9.3 Payroll Deductions –

- 28
29 A. Professional Organization: Employees have the right to join or
30 refrain from joining any organization for their professional or
31 economic improvement.
32
33 B. Payroll Deductions: Payroll deductions will be made for
34 professional dues. Any employee who is a member of the
35 Association, or who has applied for membership, may sign and
36 deliver to the Board an assignment authorizing deduction of
37 membership dues in the Association. The assignment card shall
38 be delivered to payroll no later than the fifth of the month for
39 which deduction is to be made. Such authorization shall continue
40 in effect from year to year unless revoked in writing between June
41 1 and September 1 of any year. Pursuant to such authorization,
42 the Board shall deduct such dues in equal amounts from the
43 regular salary checks of the employee beginning in September
44 and ending in August of each year, except as such deductions
45 shall cease and all obligations related thereafter be void upon an
46 employee's termination from employment. Deductions for
47
48

49 employees employed or enrolled after commencement of the
50 school year shall be appropriately pro-rated to complete full
51 payment by the August paycheck. The Association agrees to hold
52 the Board harmless for any damages arising out of legal action by
53 an employee or the Association contesting any application of this
54 policy and/or procedure.

55
56 C. Procedure: With respect to all sums deducted by the Board
57 pursuant to authorization of the employee, for Association
58 membership dues, the Board agrees to remit promptly the same
59 to the Association. On or Before September 1 of each year, the
60 Association shall certify to the Board the total amount of
61 Association dues for the ensuing year. The Board will submit to
62 the Association an initial alphabetical list of employees for whom
63 such deductions have been made following the start of the school
64 year, and such additions as shall become effective during the
65 year.

66
67 D. Other Payroll Deductions: Upon appropriate written authorization
68 from the employee, the Board shall deduct from the salary of any
69 employee and make appropriate timely remittance for annuities,
70 credit unions, dependency insurance only through the company
71 with which the Board paid insurance is carried, salary protector
72 with any organizational sponsored company, or any other plans or
73 programs as provided by the Board. Any individual utilizing this
74 provision shall be limited to two (2) changes annually. Insofar as
75 tax sheltered annuities are concerned, the Board will (1) continue
76 to recognize all presently established companies now doing
77 business in the district; (2) require any company that wishes to
78 sell annuities in the school district to file all pertinent information
79 prior to starting sales, and require a minimum of five (5) sales
80 prior to allowing the use of payroll deductions; (3) require all
81 companies to file by August 1 of each year all financial reports
82 and annuity plan descriptions for their company, and (4) allow
83 employees transferring into the district to continue their existing
84 annuities on payroll deductions.

85
86 9.4 Insurance Benefits – Each full-time Parent Educator of the district shall be
87 provided by the Board, without cost to the employee, the following
88 insurance protection. Such insurance shall include provisions for
89 dependent coverage at the employee's expense through payroll
90 deduction. Insurance protection shall be as follows:

91
92 A. Health Insurance: The health and major medical program that
93 shall be comparable in its coverage standards with the program in
94 effect during the 1997-98 school year. Specifications for the
95
96

97 program shall not discriminate on the basis of marital status for the
98 purpose of maternity benefits.
99

- 100 B. Group Life Insurance: Life insurance protection in the amount of
101 \$50,000 shall be payable to the Parent Educator's designated
102 beneficiary. This program shall make available option life
103 insurance in increments of \$10,000 to a ceiling of \$150,000 that
104 will be available at the school district's rates at the employee's
105 expense through payroll deduction. The program shall also make
106 available dependent life insurance at the employee's expense.
107 Spouse coverage will be in the amount of \$25,000 and \$12,000
108 for a child.
109
- 110 C. Dental Insurance: Dental insurance shall be comparable in its
111 coverage standards with the program in effect during the 1997-98
112 school year.
113
- 114 D. Optical Insurance: Optical insurance which shall be comparable in
115 its coverage standards with the program in effect during the
116 1997-98 school year.
117
- 118 E. Workers' Compensation Insurance: Each certified employee is
119 covered by Workers' Compensation Insurance and is eligible for
120 compensation for any hospital, surgical, or doctor's bill resulting
121 from an injury incurred while on the job. An employee is
122 considered on the job whenever engaged in school business. An
123 accident resulting in injury, no matter how minor, must be
124 reported at once to the immediate supervisor who in turn, will
125 notify the Superintendent.
126
- 127 F. Flexible Benefit Plan: The District, at its expense, will continue to
128 offer a flexible benefit plan (Cafeteria Plan) for the voluntary
129 reduction of employee income.
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Fort Zumwalt School District

MEMORANDUM

TO Lori Roach
FROM Patty Corum
DATE August 17, 2007
Re Clarification of Intent
Memorandum of Understanding
FZEA-PARED AND THE FORT ZUMWALT SCHOOL DISTRICT
July 1, 2007 – June 30, 2012

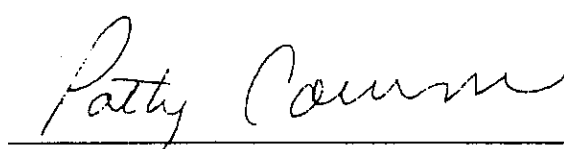
Per our discussion, page 19, line 278 of the new Memorandum of Understanding for Parent Educators should read, "Full-time Parent Educators shall service no more than *sixteen (16)* evening families" rather than "*twelve (12)* evening families." This was the intent of the negotiations committee and is explained on page 20, lines 302-310. Due to the fact that the Memorandum was ratified by the parent educators and approved by the board of education, we will not change the text, however it should be understood that this was the intent and will be the practice followed. Thank you for your continued cooperation in our discussions.



Lori Roach, MNEA Uniserve Director



Date



Patty Corum, Deputy Superintendent



Date

**JULY 1, 2007 – JUNE 30, 2012
MEMORANDUM OF UNDERSTANDING**

BETWEEN

**FZEA-PARED
And The
Fort Zumwalt School District**

AMENDMENT

High Needs: Parent Educators will be advised of such trainings available to them. Families needing special services will be assigned to Parent Educators with training in areas of need whenever possible.

Feedback to Management: All district administrators are encouraged to solicit feedback and input from their staffs to provide constructive criticism for future decision-making and performance. While the current Coordinator of Early Childhood Education is not an administrator in the same sense as building principals or district administrators, feedback and input would also be beneficial to this position. The Assistant Superintendent for Special Services is responsible for the evaluation of this individual and any feedback solicited by the Coordinator will not directly impact the evaluation.

Coordinator's Council will be established by January 2008 and at least two (2) meetings will be held before the end of the school year. In subsequent years the Coordinator will hold quarterly meetings. The Council will be made up of the Coordinator, up to three (3) FZEA members selected by FZEA and up to three (3) Parent Educators selected by the Coordinator or elected by the Parent Educators. Suggested topics will include but are not limited to professional growth opportunities, peer visits, prorating families who are not in the program for a full year, and group meeting issues.

Motivation: Currently, Parent Educators are included in staff appreciation activities conducted by the District on a yearly basis. Consideration for additional programs can be undertaken in the near future.

SUPPORT STAFF POSITIONS

TITLE: Parent Educator - Early Childhood Education

QUALIFICATIONS: The parent educator shall have a minimum of a high school diploma or its equivalent, be competent in the non-professional duties to be performed and have:

1. Certification in one of the following:
 - Elementary Education
 - Early Childhood Special Education
 - Early Childhood Education
 - Vocational Home Economics (Consumer and Homemaking)
 - Occupational Child Care Services and demonstrated ability in working with young children and their parents; or
2. A two-year associate degree or two-year certificate program in Early Childhood Education, Child Development or Nursing and demonstrated ability in working with young children and their parents; or
3. Sixty college hours and two years of successful experience in a program working with young children and their parents; or
4. Five years of successful experience in a program working with young children and their parents;

AND

5. Must show successful completion of approved training in parent education regardless of previous training and experience according to the following schedule:
 - a. A minimum of 30 hours preservice training;
 - b. A minimum of 20 hours inservice training during the first year of employment in an approved program;
 - c. A minimum of 15 hours inservice training during the second year of employment in an approved program;
 - d. A minimum of 10 hours inservice training for the third, fourth and fifth years of employment in an approved program.

Parenting experience is strongly recommended but not required.

REPORTS TO: Early Childhood Education Coordinator

JOB GOAL: To improve the early childhood education program by assisting the professional staff with its implementation.

PERFORMANCE RESPONSIBILITIES:

1. Must provide five contact hours per year to each family, four of which must be personal visits.
2. Must write and carry out lesson plans and activities for each personal visit.
3. Must keep accurate records of caseloads and each personal visit.
4. Must screen each child on caseload who is at least six months of age or older (screen annually).
5. Must be proficient with the appropriate screening instruments.
6. Must help plan and carry out group meetings for the year (approximately 8-10).
7. Must help with recruitment for the Parents As Teachers Program.
8. Must attend appropriate inservices during the year.
9. May work some evening hours (1-2 evenings per week) because many parents enrolled in the program both work during the day.
10. Perform other duties as assigned by the Early Childhood Coordinator or the Assistant Superintendent - Special Services.
11. Possess the ability to effectively communicate, verbally and in written form, with administrators, staff and the community as needed.

TERMS OF EMPLOYMENT:

Employment will be on a nine-month basis beginning with the first teacher orientation day. Each parent educator will be provided a work calendar showing the specific daily work schedule of the employee. The work calendar may be modified by the Board of Education at any time, as needs dictate.

Seven hours (including a 30-minute non-paid lunch period) will constitute a workday for full time parent educators. A definite daily schedule will be established by the early childhood education coordinator and the Assistant Superintendent - Special Services. Part time parent educators work either 16 ¼ or 20 hours per week. Job responsibilities will be prorated and modified as appropriate.

The yearly salary will be disbursed in twenty-four (24) equal payments.

EVALUATION:

Performance of this job will be evaluated annually in accordance with the provisions of the Board's policy on evaluation of support staff personnel.

Approved: August 5, 1986
Revised: August 3, 1987
Revised: February, 1998
Revised: July, 2004
Revised: May 15, 2006

Fort Zumwalt School District, O'Fallon, Missouri.

Fort Zumwalt School District
Support Staff Performance Based Evaluation

Appendix D

45 Day Evaluation _____ Annual Evaluation _____

Name _____ School Year _____

School/Department _____ Evaluator/Title _____

Performance Based Factors

| | Excellent | Above Average | Satisfactory | Needs Improvement | Unsatisfactory | N/A |
|---------------------------------------------------------------------------------------------------------------------------|-----------|---------------|--------------|-------------------|----------------|-----|
| I. Job Knowledge | | | | | | |
| 1. Demonstrates a thorough understanding of the job | | | | | | |
| 2. Has necessary skills to implement required job responsibilities | | | | | | |
| 3. Requires minimum instruction on each new assignment | | | | | | |
| 4. Indicates willingness to expand job skills | | | | | | |
| II. Quality of Performance | | | | | | |
| 1. Performs tasks neatly | | | | | | |
| 2. Performs tasks accurately | | | | | | |
| 3. Performs tasks thoroughly | | | | | | |
| 4. Is consistent in the quality and performance of tasks | | | | | | |
| III. Dependability / Adaptability | | | | | | |
| 1. Utilizes time efficiently for job completion | | | | | | |
| 2. Works well under pressure | | | | | | |
| 3. Adjusts to changes in methods and procedures | | | | | | |
| 4. Thinks constructively and handles new responsibility well | | | | | | |
| 5. Completes tasks without close supervision | | | | | | |
| 6. Follows instructions and carries out job assignments | | | | | | |
| 7. Exhibits calmness in stress situations | | | | | | |
| 8. Makes reasonable decisions | | | | | | |
| 9. Demonstrates ability to plan and organize tasks | | | | | | |
| IV. Responsibilities | | | | | | |
| 1. Maintains acceptable attendance and procedures | | | | | | |
| 2. Is punctual | | | | | | |
| 3. Begins work promptly and avoids unnecessary delays | | | | | | |
| 4. Continues work activities until the end of the scheduled work day | | | | | | |
| 5. Demonstrates awareness of cost considerations | | | | | | |
| 6. Demonstrates appropriate grooming and apparel for job assignments | | | | | | |
| V. Communication Skills | | | | | | |
| 1. Demonstrates ability to communicate clearly and effectively with supervisors, fellow employees, and other school staff | | | | | | |
| 2. Communicates effectively with students, parents, and other members of the community | | | | | | |
| 3. Uses appropriate oral and written communication | | | | | | |
| 4. Keeps appropriate personnel informed about areas of concern | | | | | | |
| VI. Attitude and Cooperation | | | | | | |
| 1. Demonstrates a positive attitude | | | | | | |
| 2. Indicates willingness to cooperate in a courteous manner with supervisors, fellow workers, and staff members | | | | | | |
| 3. Demonstrates enthusiasm for the job and displays willingness to assume extra responsibilities | | | | | | |
| 4. Readily accepts suggestions for improvement | | | | | | |
| 5. Follows established district policies and procedures | | | | | | |

| | Excellent | Above Average | Satisfactory | Needs Improvement | Unsatisfactory | A |
|---------------------------------------------------------------|-----------|---------------|--------------|-------------------|----------------|---|
| VII. Equipment and Supply Utilization | | | | | | |
| 1. Demonstrates knowledge of proper equipment for task | | | | | | |
| 2. Uses equipment and supplies in a safe and efficient manner | | | | | | |
| 3. Maintains proper care of equipment and supplies | | | | | | |
| 4. Organizes work area for efficient performance | | | | | | |

Evaluator Comments _____

Employee Comments _____

Supervisor's Signature _____

Date _____

Employee's Signature _____

Date _____

_____ Recommend for continued employment

_____ Not recommend for continued employment

| Complete if applicable | Excellent | Above Average | Satisfactory | Needs Improvement | Unsatisfactory | N/A |
|---------------------------------------------------------------------------|-----------|---------------|--------------|-------------------|----------------|-----|
| VIII. Supervisory / Coordinator Skills | | | | | | |
| 1. Shows effective leadership skills | | | | | | |
| 2. Effectively motivates employees | | | | | | |
| 3. Praises and supports positive efforts of each employee | | | | | | |
| 4. Offers criticism in a constructive manner | | | | | | |
| 5. Uses sound judgment in decision making | | | | | | |
| 6. Sets good example for others to follow | | | | | | |
| 7. Completes paperwork and reports in neat, concise, and accurate fashion | | | | | | |
| 8. Delegates appropriate responsibilities | | | | | | |
| 9. Responds promptly to job related concerns | | | | | | |
| 10. Implements established district policies and procedures | | | | | | |

The Employee's signature does not imply agreement with the evaluation, but simply indicates the employee has read the report and has had an opportunity to review it with the evaluator.

**PARENT EDUCATORS
2007-2008 SALARY SCHEDULE**

Appendix I

| LEVEL | BASE | ASSOC. DEGREE | ASSOC. DEGREE +15 | ASSOC. DEGREE +30 | TEACHER CERT. OR BA DEGREE IN RELATED FIELD | TEACHER CERT. & MA DEGREE OR RELATED FIELD |
|--------------|--------------|----------------------|--------------------------|--------------------------|----------------------------------------------------|-------------------------------------------------------|
| | Base | A | A15 | A30 | C/BA | CMA |
| 1 | \$ 16,308.63 | \$ 16,650.42 | \$ 16,764.36 | \$ 16,878.29 | \$ 19,997.40 | \$ 20,319.58 |
| 2 | \$ 16,777.88 | \$ 17,129.93 | \$ 17,247.27 | \$ 17,364.63 | \$ 20,577.32 | \$ 20,909.16 |
| 3 | \$ 17,056.29 | \$ 17,414.43 | \$ 17,533.82 | \$ 17,653.18 | \$ 21,611.55 | \$ 21,943.39 |
| 4 | \$ 17,374.54 | \$ 17,739.63 | \$ 17,861.55 | \$ 17,983.01 | \$ 22,658.78 | \$ 22,990.62 |
| 5 | \$ 18,228.94 | \$ 18,597.60 | \$ 18,720.49 | \$ 18,843.38 | \$ 23,942.45 | \$ 24,277.54 |
| 6 | \$ 18,913.02 | \$ 19,281.68 | \$ 19,404.57 | \$ 19,527.45 | \$ 24,756.37 | \$ 25,091.46 |
| 7 | \$ 19,597.06 | \$ 19,965.74 | \$ 20,088.63 | \$ 20,211.52 | \$ 25,960.51 | \$ 26,295.61 |
| 8 | \$ 20,281.14 | \$ 20,649.81 | \$ 20,772.70 | \$ 20,895.59 | \$ 28,395.74 | \$ 28,745.96 |
| 9 | \$ 21,168.77 | \$ 21,541.05 | \$ 21,665.10 | \$ 21,789.18 | | |
| 10 | \$ 21,859.47 | \$ 22,231.71 | \$ 22,355.81 | \$ 22,479.89 | | |
| 11 | \$ 22,550.19 | \$ 22,922.44 | \$ 23,046.52 | \$ 23,170.59 | | |
| 12 | \$ 23,240.89 | \$ 23,613.12 | \$ 23,737.21 | \$ 23,861.29 | | |
| 13 | \$ 24,771.51 | \$ 25,156.81 | \$ 25,407.58 | \$ 25,413.69 | | |

**PARENT EDUCATORS
2008-2009 SALARY SCHEDULE**

Appendix

| LEVEL | BASE | ASSOC. DEGREE | ASSOC. DEGREE +15 | ASSOC. DEGREE +30 | TEACHER CERT. OR BA DEGREE IN RELATED FIELD | TEACHER CERT. MA DEGREE OR RELATED FIELD |
|-------|--------------|---------------|-------------------|-------------------|---------------------------------------------|------------------------------------------|
| | Base | A | A15 | A30 | C/BA | CMA |
| 1 | \$ 16,634.80 | \$ 16,983.43 | \$ 17,099.64 | \$ 17,215.85 | \$ 20,397.35 | \$ 20,725.9 |
| 2 | \$ 17,113.43 | \$ 17,472.53 | \$ 17,592.22 | \$ 17,711.92 | \$ 20,988.86 | \$ 21,327.3 |
| 3 | \$ 17,397.41 | \$ 17,762.72 | \$ 17,884.49 | \$ 18,006.25 | \$ 22,043.78 | \$ 22,382.2 |
| 4 | \$ 17,722.03 | \$ 18,094.43 | \$ 18,218.79 | \$ 18,342.67 | \$ 23,111.96 | \$ 23,450.4 |
| 5 | \$ 18,775.81 | \$ 19,155.52 | \$ 19,282.10 | \$ 19,408.68 | \$ 24,660.72 | \$ 25,005.6 |
| 6 | \$ 19,480.41 | \$ 19,860.13 | \$ 19,986.70 | \$ 20,113.28 | \$ 25,499.06 | \$ 25,844.2 |
| 7 | \$ 20,184.98 | \$ 20,564.72 | \$ 20,691.29 | \$ 20,817.87 | \$ 26,739.33 | \$ 27,084.4 |
| 8 | \$ 20,889.58 | \$ 21,269.31 | \$ 21,395.88 | \$ 21,522.46 | \$ 29,815.53 | \$ 30,183.7 |
| 9 | \$ 21,856.75 | \$ 22,241.13 | \$ 22,369.21 | \$ 22,497.33 | | |
| 10 | \$ 22,569.90 | \$ 22,954.25 | \$ 23,082.37 | \$ 23,210.49 | | |
| 11 | \$ 23,283.07 | \$ 23,667.41 | \$ 23,795.53 | \$ 23,923.63 | | |
| 12 | \$ 23,996.22 | \$ 24,380.55 | \$ 24,508.66 | \$ 24,636.78 | | |
| 13 | \$ 26,010.09 | \$ 26,414.66 | \$ 26,677.96 | \$ 26,684.37 | | |

**PARENT EDUCATORS
2009-2010 SALARY SCHEDULE**

Appendix I

| LEVEL | BASE | ASSOC. DEGREE | ASSOC. DEGREE +15 | ASSOC. DEGREE +30 | TEACHER CERT. OR BA DEGREE IN RELATED FIELD | TEACHER CERT. & MA DEGREE OR RELATED FIELD |
|-------|--------------|---------------|-------------------|-------------------|---------------------------------------------|--------------------------------------------|
| | Base | A | A15 | A30 | C/BA | CMA |
| 1 | \$ 16,967.50 | \$ 17,323.10 | \$ 17,441.63 | \$ 17,560.17 | \$ 20,805.30 | \$ 21,140.49 |
| 2 | \$ 17,455.70 | \$ 17,821.98 | \$ 17,944.06 | \$ 18,066.16 | \$ 21,408.64 | \$ 21,753.89 |
| 3 | \$ 17,745.36 | \$ 18,117.97 | \$ 18,242.18 | \$ 18,366.37 | \$ 22,484.66 | \$ 22,829.91 |
| 4 | \$ 18,076.48 | \$ 18,456.31 | \$ 18,583.16 | \$ 18,709.53 | \$ 23,574.20 | \$ 23,919.44 |
| 5 | \$ 19,245.20 | \$ 19,634.41 | \$ 19,764.15 | \$ 19,893.89 | \$ 25,277.24 | \$ 25,631.01 |
| 6 | \$ 19,967.42 | \$ 20,356.63 | \$ 20,486.37 | \$ 20,616.11 | \$ 26,136.54 | \$ 26,490.31 |
| 7 | \$ 20,689.60 | \$ 21,078.83 | \$ 21,208.57 | \$ 21,338.31 | \$ 27,407.81 | \$ 27,761.59 |
| 8 | \$ 21,411.82 | \$ 21,801.04 | \$ 21,930.78 | \$ 22,060.52 | \$ 31,103.56 | \$ 31,487.18 |
| 9 | \$ 22,512.46 | \$ 22,908.37 | \$ 23,040.29 | \$ 23,172.25 | | |
| 10 | \$ 23,247.00 | \$ 23,642.87 | \$ 23,774.84 | \$ 23,906.80 | | |
| 11 | \$ 23,981.56 | \$ 24,377.44 | \$ 24,509.40 | \$ 24,641.34 | | |
| 12 | \$ 24,716.10 | \$ 25,111.97 | \$ 25,243.92 | \$ 25,375.88 | | |
| 13 | \$ 27,133.73 | \$ 27,555.77 | \$ 27,830.45 | \$ 27,837.14 | | |