

**MASTER CONTRACT
OLIVER/MERCER SPECIAL EDUCATION
EDUCATIONAL STAFF LICENSED BY EDUCATION
STANDARDS PRACTICE BOARD
2021-2022 and 2022-2023**

1. SALARY

The base salary for the 2021-2022 and 2022-2023 school years will increase in the BS lanes by \$975 and 1.5% and the MS lanes by \$1400 and 1.5% for the first year and 1.5% for all lanes the second year for 182 contract days, of which one day will be designated as a staff development day.

There will be an increase on individual salaries of 1.5% for the first year and lane increase and 1.5% for the second year of the agreement. All returning staff shall receive a \$500 annual years of experience increment.

2. YEARS OF EXPERIENCE ALLOWED FOR NEW STAFF

A new teacher hired by the Oliver Mercer Special Education Unit will be placed at the correct lane for education and receive \$500 for each year of experience up to a maximum of 15 years. (Updated 2021)

3. PAYMENT OF WAGES

Wages to the staff will be dated on the 5th and 20th of each month or the last working day prior to the 5th or the 20th if the 5th or the 20th falls on a Saturday, Sunday, or holiday. Checks will be mailed on the 4th and the 19th of each month or the day before the last working day prior to the 5th or the 20th.

4. EMERGENCY LEAVE

Each staff upon request to the Unit Directors will be allowed up to 3 emergency leave days per school year. Emergencies may fall into, but not be necessarily limited to the following categories:

1. Death of a member of the family (spouse, son, son-in-law, daughter, daughter-in-law, stepchild, foster child, father, father-in-law, stepfather, mother, mother-in-law, stepmother, sister, sister-in-law, brother, brother-in-law, grandparents and grandchildren, aunt, uncle, cousin, nephew, niece, or other family members living in the household. (Updated 2010)
2. Additional days may be taken from the accrued personal sick leave at the discretion of the director for bereavement of immediate family members (as defined in above). (Updated 2019)
3. Situations which would require immediate attention in order to prevent a major loss of property. (Updated 2006)

5. PROFESSIONAL LEAVE

Professional leave days will be granted at the discretion of the Unit Director.

6. SICK LEAVE

Each staff member will be granted 10 sick leave days per year. Ten (10) of the Sick leave days may be used annually for Family Sick Leave. No Family Sick Leave days may be carried over from prior school years. This means you may use up to the full ten (10) sick leave days for Family Sick Leave. Carried over Sick Leave will be allowed to accumulate up to 120 sick days for self-sick leave use only and will be reimbursed \$30 per unused sick leave day annually effective with days granted for the 2019-2020 school year. (Updated 2019) Immediate family is defined as follows: spouse, children, stepchildren, foster children, siblings/step-siblings, father, father-in-law, mother, mother-in-law, grandparents, grandchildren, aunt, uncle, cousin or other family members living in the household. Sick leave time used will be logged as hours.

6A. SICK LEAVE BANK (created in 1999)

A sick leave bank is available to all administrative, educational (credentialed) staff, and COTA's (Updated 2019) employed by the Oliver Mercer Special Education Unit who agree to participate in the sick leave bank. The purpose of the bank shall be for unexpected catastrophic illness/injury.

A day contributed by a member if needed, will be from their current year allocation and is non-refundable. Personnel who wish to enroll must complete Form D-11 at the beginning of each school year. Form D-5 will be used to verify the documented use of sick leave bank.

Any member of the sick leave bank having used their total accumulated sick leave may apply to the sick leave bank committee. No more than 30 days can be requested by an enrolled staff member; however, the number of days available will only be equal to the amount contributed by the staff.

Applications must be in writing and submitted to the sick leave bank committee. A medical doctor's certificate of illness shall accompany the application. The sick leave bank committee shall consist of the Unit Director and one staff member designated by the O/M credentialed staff at the beginning of each school year.

This sick leave bank committee shall supervise the use of the bank, review all applications, accept/reject requests and provide assurance that the sick leave bank is not abused. If the Committee cannot agree on a sick leave bank request, then the Oliver/Mercer Special Education Board will make the final decision.

7. PERSONAL LEAVE

Each staff member will be granted 4 (changed in 2021) personal leave days per year. Staff members may carry over 5 personal leave days from prior school years. This means that a staff member may start a given school term with 9 personal leave days. Personal leave days may be granted upon written request to the base school Principal, five working days prior to the date requested. Staff members will be reimbursed \$100 (changed in 2013) per unused personal leave days annually. Reimbursed personal leave days will not be carried over to the next school year. Staff members will be required to submit documentation to the O/M Business Manager stating their intention for the balance of personal leave by May 1 of the current school year. If documentation is not received, the O/M Unit Board will automatically reimburse unused personal leave days. Personal leave time used will be logged as hours.

8. MILEAGE

Employee mileage rate upon claim through the Unit voucher system will be reimbursed at the State rate per mile. Mileage claims must be turned in prior to the 5th day of each month to be reimbursed in that period.

9. HEALTH INSURANCE/ANNUITY (updated 2009. The insurance pool was eliminated)

The O/M Unit Board will pay 85% (changed 2013) of the cost of any health, vision or dental plan that is chosen by each eligible staff member, with the remaining amount (15%) to be paid by said eligible staff member. Those eligible staff members who do not select a health plan may choose to receive a \$2,500 cash option, that may be invested according to the 403B Unit Plan (on file in the Oliver/Mercer Special Education Business Office), or may be flexed according to the Oliver/Mercer Special Education flex plan. The insurance/annuity choice must be submitted to the office with the signed contract. The portion of the insurance premium that is paid by the staff members will be deducted and tax sheltered through monthly payroll according to IRS Section 125. The Flex Plan form from TASC must also be turned in with a signed contract.

The two year negotiation agreement may be opened the 2nd year upon agreement to change insurance provider and/or coverage. Only negotiate insurance coverage.

10. LANE CHANGES (updated 2004)

Starting with the 2004-05 school year the lane BS+45 will be deleted from the one-line salary schedule. Current staff presently in lane BS+30 will be approved to move one lane; all others must meet the new criteria. The new criteria for lane "four" is as follows: Personnel placed in lane four must possess the following special education certification and/or credential approved by the ESPB board and the State special education department:

- 1) Master's degree in one area of special education
- 2) Strategist credential approved by the State special education department
- 3) Approved credential in more than one area of special education (credential 2)

Special education strategist credential will be placed in the appropriate salary lane and will be allowed to continue moving across the salary schedule as they accrue additional education. Lane change credits are required to be graduate credits. Undergrad courses may be approved for tuition reimbursement but do not count toward lane changes. (Updated 2018) Lane changes will be made by the Unit up to September 30 following written documentation of courses completed.

11. TEACHER'S RETIREMENT SHELTER

The Unit will contribute 11.75% of the employee's retirement salary towards TFFR, using Model 2.

12. TUITION REIMBURSEMENT

Request for reimbursement to contracted teachers for continuing education will be as follows:

- A. Prior Approval by the Unit Director (form D-9)

- B. Proof of satisfactory completion of the course within six months of the course completion date.
- C. Actual cost of the credit or up to \$150 for a graduate credit and \$150 for an undergraduate credit. (updated 2009)
- D. Staff may request up to \$150 for reimbursement of credit and registration costs not covered by the Unit. (added 2013)

13. INSERVICE REIMBURSEMENT

Reimbursement to contracted teachers for attendance at up to 2 in-service days anytime during the year will be \$150 per day upon written verification to the Director from the school where the in-service was attended. Special Education teachers, who attend more than 2 days at the request of their school, will be paid by that school if the in-service day is one of that school’s contracted days.

14. NATIONAL CERTIFICATION

To those certified staff verifying national certification in their field of study a \$755 bonus will be paid yearly. All individuals must provide proof of certification by September 1 to be eligible for payment.

This amount will be paid in one lump sum through payroll, on October 5th and will be subject to all regular payroll deductions (TFFR, Medicare, and Social Security)

15. DURATION

The provisions of this agreement will be effective as of **July 1, 2021** and will continue and remain in full force and effect until **June 30, 2023**. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless the Board or the contracted staff gives written notice to the other not later than ninety days prior to the expiration date, or an anniversary thereof, of its desire to reopen this agreement and to negotiate over the terms of successor agreement. The board and the contracted staff may mutually agree to reopen negotiations at any time on selected articles of this agreement and to extend remaining articles without further negotiations. In addition, both parties expressly recognize that negotiations on the terms of the successor agreement must take place at the request of either party providing proper notice is given.

16. SAVINGS CLAUSE

If any portion of this agreement is found to be contrary to law, either through court or legislative action, only that portion is deleted, and the remainder of the agreement is in force.

APPROVED BY:

Ken Miller, O/M Board President  6/14/2021
 Signature Date

Alicia Wolstenholm, O/M Staff  8.17.21
 Signature Date

ONE LINE SALARY SCHEDULE

2021-2022							
	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
2021-2022 Base Salary:	40,104	40,955	41,807	43,367	44,452	45,537	46,622
TFFR Salary	45,444	46,408	47,373	49,141	50,371	51,600	52,829

ONE LINE SALARY SCHEDULE

2022-2023							
	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
2022-2023 Base Salary	40,706	41,569	42,434	44,018	45,119	46,220	47,321
TFFR Salary	43,667	44,618	45,568	46,828	48,040	49,251	50,462