



**STILLWATER
PUBLIC SCHOOLS**

**NON-CERTIFIED EMPLOYEE
NEGOTIATED AGREEMENT
2023-2024**

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SECTION 1 – DURATION AND SAVINGS CLAUSE

Article (A) - Duration

1. This agreement represents the full and complete agreement between the Stillwater Board of Education hereinafter termed the Board and the Stillwater Education Support Professionals Association hereinafter termed the Association and shall remain in place for the current contract year extending from July 1, 2023, through June 30, 2024, or until replaced by a subsequent agreement negotiated in accordance with the provisions of the procedural agreement.

Article (B) - Savings Clause

1. If any provision(s) of this agreement is found to be in conflict with state or federal law, now or hereafter enacted, such provision(s) will be held inoperative and void. All other provisions in this agreement will remain in effect. The party (the Board or the Association negotiating team) discovering the inoperative provision(s) will inform the other party within five (5) days of the discovery. Upon request of either party, the two parties will then meet within fourteen (14) days solely for the purpose of negotiating only the affected provision(s).

SECTION 2 - TERMS OF EMPLOYMENT

Article (A) - Notification of Continued Employment

1. Each employee shall receive a written notice of employment or lack thereof for the succeeding year not later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later.

Article (B) - Probationary Period

1. Support employees shall be employed for a one (1) calendar year probationary period. After successful completion of the probationary period, the employee shall be granted all rights of regular employment as provided by statute if the contract is renewed.
2. No support employee who has been employed in the School District for one (1) year or more may be suspended, demoted, or terminated except for causes set out by Title 70 of the Oklahoma Statutes, Sections 24-132 through 24-136.

Article (C) – Transfers

1. At times the need for support staff transfers exists for purposes of filling vacancies, meeting needs of the District or school site, and/or meeting desires of employees for opportunity of service elsewhere in the school system. When an employee is transferred to a position that is twelve (12) months, either by initiation of the administrator or request of the employee, all years of service with Stillwater Public Schools shall count towards benefits.

2. Provision of this contract provides that support staff may request transfers, and the administration may make transfer assignments. The following procedure will be followed for transfer situations:

- 2.1. Administrator Initiated

- 2.1.1. A building principal or supervisor may transfer a support staff member to an appropriate alternate assignment or schedule within the building after first notifying said staff member in writing of the reasons for the change at the earliest possible time. These reassignments must be to positions for which the person is qualified. Transfer will not result in pay reduction.
- 2.1.2. A support staff member may be transferred to an alternate building assignment or schedule by administrative action for such reasons as student enrollment, personnel staffing vacancies, and the needs of the District or site. Said staff member will be notified in writing at the earliest possible time.
- 2.1.3. The supervisor requesting a transfer of a support employee to an alternate site should put the request in writing to the Director of Human Resources who will engage appropriate supervisors in the decision regarding the transfer.
- 2.1.4. Support staff members will be notified in writing of any transfer at the earliest possible time.
- 2.1.5. New staff members shall not be assigned to a position until all transfer considerations have been made.

- 2.2. Staff Initiated

- 2.2.1. All support staff that wish to transfer must complete an online application in the applicant tracking system in order to be eligible for transfer. This will allow each supervisor to electronically review the application in order to consider them for the position.
 - 2.2.1.1. If the transfer request to a new site with a different position is approved for consideration, the staff member will be guaranteed an interview where the vacancy exists as part of the normal site selection process. If the staff member is not selected to fill the vacancy, the staff member will remain in the existing position. The applicant who has been interviewed will be notified when the position has been filled.

Article (D) – Posting Vacancies

1. All existing vacancies and newly created positions in the Stillwater Public School system will be posted on the SPS website. These shall be posted for a minimum period of five (5) working days prior to being filled.

2. For the period beginning July 15th through the start of school, the requirement for posting Teaching Assistant positions will be advertised seventy-two (72) hours. This exception to the five (5) working days is to expedite the selection and hiring process to fill late vacancies.

Article (E) – Inclement Weather

1. On Inclement Weather Days support employees who are required to work may be directed by the Superintendent or designee to work from home.

Article (F) – Representation in Disciplinary Conferences

1. Members of the bargaining unit shall have the right, if so desired, to be accompanied by a representative of the bargaining unit at any disciplinary conference with administrators and/or supervisors. If documentation of a disciplinary conference is to be made, the administrator and/or supervisor shall:
 - 1.1. Give reasonable notice, except in emergency situations, of said scheduled conference.
 - 1.2. Inform the member of the bargaining unit of the subject to be discussed.
2. A disciplinary conference is defined as any meeting with an administrator, supervisor and/or any person higher in the chain of command where the result of the communications engaged in at the disciplinary conference may result in admonishment, reprimand, and/or another assigned disciplinary action.
3. A disciplinary conference does not include a meeting or conference between the member of the bargaining unit and the administrator and/or supervisor that is intended to solely improve the performance of said member of the bargaining unit or to discuss evaluation.

Article (G) – Procedures in Cases of Arrests or Criminal Charges of Employees or Persons Providing Services to the School District

1. Any Employee who has been arrested or criminally charged with a felony must immediately notify the employee's immediate supervisor and the superintendent in writing and provide a copy of the criminal indictment, information, complaint, or any other criminal charge. In addition, the disposition of such charges must be reported within seven (7) days of the sentencing, adjudication or final disposition.

SECTION 3 – COMPENSATION

Article (A) – Step Increases

1. SESPA and the Board of Education agree to award a Step increase to all eligible employees based on the 2023-2024 Support Salary Scale.
2. In addition, those eligible employees on step 40 in 2022-2023 shall be awarded a \$300

one-time stipend. It is the intent of this contract that all support staff contracted for 2023-2024 shall be compensated according to classifications as indicated by the attached schedule, except as follows:

- 2.1. Full-time employees who do not work at least 120 days in the fiscal year will not accrue a step increase for the next contracted year.
3. When placing a new employee on the salary schedule, the District will give credit for all verified experience in a comparable position as measured by Human Resources.

Article (B) – Insurance Benefits

1. Support employees who are contracted to work a minimum of six (6) hours a day, 172 days a year for the 2023-2024 school year are eligible for the Flexible Benefit Allowance (FBA) to be applied toward the purchase of health insurance and other insurance options.
2. The Flexible Benefit Allowance (FBA) is based on the cost of the premium for the Health Choice High Option plan.
3. This FBA can be used to purchase any of the available health insurance options. If a purchased option costs more than the FBA, that difference will be deducted from the employee's paycheck each month. If a purchased option costs less than the FBA, that difference will be paid to the employee as compensation and included in the regular paycheck.
4. Employees who choose NOT to participate in one of the available health insurance options, will be paid a cash amount in lieu of the FBA, which is currently \$189.69/month, included in the regular paycheck.
5. For Support employees who are contracted to work fewer than 6 hours per day, but at least four (4) hours per day or 20 hours per week, and who choose to purchase the health insurance, the district will cover 50% of the individual premium for the Health Choice High Option.
6. Support employees participating in the approved District Health Insurance Program will have the premiums deducted from monthly compensation. Support employees not participating in the approved District Health Insurance Program will receive the benefit in regular monthly compensation until such time as they elect to or are mandated to participate in the District or State Health Insurance Program.

Article (C) – Employee Retirement

1. Support employees who retire during the current school year shall receive Twenty-Five Dollars (\$25) for each unused sick day up to 75 days accumulated during their employment in Stillwater.
 - 1.1. To obtain this benefit, a support employee who is a member of Oklahoma

Teacher Retirement System (OTRS) must meet eligibility for retirement benefits through the OTRS.

- 1.2. A support employee who is not a member of OTRS must meet eligibility for retirement by:
 - 1.2.1. Having at least five (5) full years of employment with Stillwater Public Schools, and;
 - 1.2.2. Reaching age 62 before resigning, or;
 - 1.2.3. Reaching age 55 and having at least 30 years of employment with Stillwater Public Schools.

Article (D) - Retirement Contributions

1. Support employees who choose to be members of the Teachers' Retirement System may have their gross salary reduced by the current retirement rate to make their contribution a nontaxable benefit.

Article (E) – Certifications

1. Support employees who are required to complete the State Department of Education Paraprofessional training or complete and submit documentation of the required 6 hours yearly update are eligible to receive a \$100 stipend at the end of the contracted school year.
2. Certified Teaching Assistants are eligible to receive a \$250 stipend at the end of the contracted school year. The following rules apply:
 - 2.1. Must fulfill contract and must have been employed for the entire school year.
 - 2.2. Certificate must be valid for entire school year
 - 2.3. Certificate must be on file with Human Resources.
3. Bus drivers who obtain a commercial driver license (CDL) as required will be reimbursed by the School District for the total cost of the CDL.

Article (F) – Off Contract Work

1. When an employee is requested by a supervisor or designee to come to work outside of regular hours due to a site issue, the employee shall receive a minimum of two (2) hours regular salary.

Article (G) - Additional Assignments

1. Unique and unusual/Additional assignments requiring significant additional responsibilities may be compensated with a supplement determined by Human Resources.
 - 1.1. Upon approval by the Superintendent, a salary supplement is awarded for no more than one year at a time and shall not be added to the base pay of the employee for either future years or calculation of percentage increases.
 - 1.2. When Temporary assignments to job duties at a different salary level are occasionally required, supplemental salary will be considered only when the assignment endures beyond a period of three consecutive weeks.
 - 1.3. On this occasion, the supplemental salary will be calculated according to the appropriate formula below to be effective beginning the first work day after week three and continuing through the duration of the temporary assignment, no longer than the end of the fiscal year. At the end of this temporary assignment, the employee will return to the former assignment and Human Resources will determine the appropriate staffing solution for the next fiscal year.

Article (H) – Mileage

1. The Stillwater School District will pay the federal rate to traveling support employees for job required travel. All travel must be authorized by the appropriate supervisor and required paperwork submitted.

Article (I) – Compensatory Time

4. An employee is not to work more than their contracted hours without prior approval from their supervisor. If an hourly employee has worked additional time beyond their contracted amount they are entitled to payment for their work.
2. If compensation for overtime worked has been has been accrued in comp time prior to the 2023-2024 school year, such comp time will be given according to the following:
 - 2.1. Employee submits request for absence from work with the reason “Comp Time”.
 - 2.2. This request must reach the employee’s supervisor five working days prior to the planned absence
 - 2.3. No more than two days’ Comp Time absence will be approved in any one calendar month.
3. When an employee has used all accrued paid leave exceptions to this process may be pursued with a written request addressed to the Director of Human Resources.

Article (J) – Leave Eligibility

1. Every employee in an assignment on a work calendar of 173 or more days per school

year is eligible for leave accrual at the rate relative to the number of work hours per day normally required for the assignment.

- 1.1. Exception: Except for the District Facilitator, PALS employment does not qualify for leave eligibility.
2. Employees who are eligible for leave accrual and who are employed after the beginning of a contract year will accrue leave on a pro-rated basis.
3. Personal Leave time is not available to employees working under a contract for fewer than six (6) hours per day.
4. An employee who has two assignments is eligible for leave accrual at the rate of the combined total number of work hours per day normally required for the two assignments, unless one of the assignments is PALS employment.
5. PALS employment does not qualify for leave eligibility.

Article (K) – Break in Service

1. If an employee terminates and is rehired in the same job within the same fiscal year or within nine months of separation date, he/she shall be reinstated at the former grade and salary.
2. Breaks in service which extend to another fiscal year and are longer than nine months shall require salary placement consistent with new hire provisions.
3. If an employee transfers to another position in a different Job Category, (categories are: Clerical, Custodial, Maintenance, Child Nutrition, Transportation, Teacher Assistant) salary placement will be consistent with new hire provisions in place at that time.
4. If an employee is promoted (accepts a position in the same Job Category) a lateral move to the new salary lane will determine salary placement without change of step placement.

Article (L) Early Release Fridays – Child Care Provision

1. The district will establish designated Early Release Fridays (ERF) for students to allow teachers opportunities for collaboration and professional development. Employees affected by ERF may benefit from the availability of affordable, convenient child care. In an effort to reduce child care concerns of employees, the district will provide and reimburse up to one hour of child care for one or more of employee's' children for care attributable to ERF. Whether to use care available through Pioneer After- School Learning Services (PALS) is completely within the employee's' discretion. Only PALS-provided child care is eligible for district reimbursement.
2. Employees who choose to use PALS for their children's' child care of ERF will pay the customary rate for child care in accordance with PALS' published rates.
3. At the end of each semester the PALS Director will submit to payroll a ledger of

attendance and payments made by eligible employees for each child receiving care pursuant to ERF. Payroll will

process a reimbursement to each employee according to child care services provided to the employee's child or children, attributable to ERF, for the preceding semester with payment to be made the next available pay cycle and included in the employee's district paycheck.

4. The reimbursement is treated as compensation subject to the normal governmental withholding amounts (e.g., IRS, OTRS, and Social Security). Employees choosing to use this care option are individually responsible for ensuring the accuracy of records related to child care and appropriate reimbursement. Any dispute regarding hours of care received or the amount of reimbursement must be brought to the district's attention within 30 days of the end of the semester for which reimbursement is claimed; otherwise, reimbursement will be forfeited.

Article (M) – Activity Pass

1. Each employee (and one guest) will be entitled to free admission to all home athletic events, excluding state sanctioned play-off events, by using their district issued ID badge.

SECTION 4 - EMPLOYEE LEAVE

Article (A) - Sick Leave

Support personnel employed as full-time on a 173 day through 210-day work calendar are granted ten (10) days sick leave for each school year without loss of salary; full-time support personnel employed a 215- or 220-day work calendar shall receive eleven (11) days sick leave; and said personnel employed on a 235- or 260-day work calendar shall receive twelve (12) days sick leave for each school year without loss of salary.

Support employees that start during the contracted year will receive sick leave at a prorated amount. A

doctor's certificate verifying illness and /or a medical release may be required of any employee after three (3) consecutive days of absence or if a pattern of absenteeism is noted. If an employee leaves the District for any reason before the end of the contract year, the remaining sick leave days will not be transferable and the number of sick leave days used beyond the number of months worked will be reclaimed by the District.

Contract	Sick Leave Days
173 – 210-day work calendar	10 days
173 – 210-day work calendar	10 days
215- or 220-day work calendar	11 days
235- or 260-day work calendar	12 days

1. Sick leave is defined as an employee's absence from assigned duty due to personal illness, accidental injury, pregnancy, or accidental injury or illness in the immediate family. Immediate family shall be defined as (a) spouse, (b) children, (c) parents, (d) brothers, (e) sisters, (f) grandparents, (g) grandchildren, and (h) spouse's parents and grandparents. If the employee is serving as the primary caregiver to a person not listed

as said immediate family, consideration of absence will be given. Unused sick leave shall be cumulative to a total of seventy-five (75) days for all employees. After one (1) year of employment, should said sick leave provisions as defined above become exhausted, the full-time employee shall continue to receive full salary, less fifty percent (50%), for a period not to exceed twenty (20) days for personal accidental injury, illness or pregnancy. Extended leave requires a doctor's statement and may not be used for short-term occurrences or one day at a time.

Article (B) – Sick Leave Bank

1. Stillwater Public Schools shall maintain a sick leave bank for the benefit of all employees as outlined in Stillwater Public Schools Board Policy DEFA.
2. SESPA shall have a representative on the governing Committee of the sick leave bank.

Article (C) – Sick Leave Sharing

1. If an employee has exhausted or will exhaust all leave otherwise provided and is absent due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the employee, pregnant or recovering from childbirth, or a relative, documented by a physician, and the condition has caused or is likely to cause the employee to take leave without pay or to terminate employment, the employee may request the use of leave days to be donated by another employee.
2. Relative means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent.
 - 2.1. An employee requesting donated days must first provide the Human Resources Department with a Request for Donated Leave Form, statement of need indicating why donated leave is needed, a HIPAA (Health Insurance Portability and Accountability Act) release of information form and a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

In the event that all available leave, including sick, sick bank, personal, vacation, compensation time, excessive/extended leave and donated leave, have been exhausted, the employee will be placed on an automatic sick leave of absence without pay for the remainder of the school year. At that time, he/she will no longer be eligible for leave sharing.

An employee may obtain up to sixty (60) days of shared leave per school year. The Superintendent or their designee may grant an extension beyond the sixty (60) day limit in extenuating circumstances.

Employees desiring to donate days shall complete a written authorization transferring days to the employee.

Employees may donate any amount of leave which does not cause the donating employee's accumulated leave balance to fall below the yearly amount afforded to them per the negotiated agreement or support handbook.

Shared leave may be used only by the recipient for the purposes specified in this

policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

- 2.2. The employee receiving donated days is to receive his or her normal rate of pay.
- 2.3. Shared leave usage records shall be maintained separately from regular or sick bank leave records.
- 2.4. Any donated leave which is not used shall be returned to the donating employee(s) on a prorated basis.
- 2.5. Sick Bank days may not be donated.
- 2.6. All donations are anonymous; the recipient cannot be told who gives them sick days.
- 2.7. Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.
- 2.8. The board of Education delegates initial decision-making authority pursuant to 70 Okla. State Section 6-104 (C) (1) to the Superintendent or their designee as the determining body as to whether the employee meets the criteria above and has previously abided by District leave policy. The Superintendent, acting as Board designee, will make the decision which may be appealed to the Board.

Article (D) - Family and Medical Leave Act

1. Stillwater Public Schools will comply with the terms and conditions of the Federal Family and Medical Leave Act. Military caregiver leave shall be provided as required by law. (see policy DECA)

Article (E) – Maternity/Adoption Absence

1. The employee will notify the Human Resources Department and their supervisor/principal of the approximate arrival date of the child. The notice should include a statement as to the approximate date the employee expects to initiate the maternity/adoption absence and the approximate date it will end.
2. All accrued sick leave days will be applied to the maternity/adoption absence. Maternity/adoption absences can only be applied to contractual days as outlined in the Family Medical Leave Act (Policy DECA)
3. Full time employees who have been with the district for at least one year will be granted maternity leave as defined by Oklahoma Statute 70, § 6-104.1

Article (F) – Personal Business Leave

1. Support personnel, as full-time employees, are granted five (5) days of leave each school year. Personal business leave will be pro-rated for employees who begin or leave mid-year. They are defined and distributed as follows:

- 1.1. Personal Days – Employees with five (5) years or less of Stillwater Public School experience receive two (2) days of personal leave with no salary deduction and three (3) days personal business leave with a salary deduction of thirty-five (35) percent. Employees with six (6) through nine (9) years of experience receive three (3) personal days with no salary deduction and two days personal leave with a salary deduction of thirty-five (35) percent. Employees with ten (10) or more years of experience receive five (5) days of personal leave with no deduction.

Years	Days (no deduct)	Days (35% deduct)
5 years or less	2	3
6-9 years	3	2
10 or more years	5	0

2. Personal business leave days should, whenever possible, be applied for at least three (3) days prior to the requested leave. The supervisor shall be notified of personal business leave requests no later than the morning of the leave, prior to the beginning of the workday.
3. Personal business leave days cannot be used the first two (2) days of school, the last two (2) days of school, on those days identified for training or professional development, or preceding or following a scheduled holiday except in the event of extraordinary circumstances as determined by the Building Administrator/Department Director.
4. Unused personal business leave at the end of the fiscal year will be converted to sick leave.

Article (G) – Bereavement Leave

1. Subject to the provisions set out below, full-time support personnel, all support employees who consistently work six (6) hours or more per day, five (5) days a week, totaling thirty (30) hours or more per week in their primary job, are granted yearly five (5) days, with no deduction in salary, for each occurrence of death of spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse’s parents and grandparents. In addition to the above, full-time support personnel may also be permitted to take three (3) days of bereavement leave for each occurrence of death of a member of the “extended family”. Extended family shall mean brothers-in-law and sisters-in-law, nieces and nephews, aunts and uncles, first cousins and spouses of members of said immediate family.
2. Support personnel may use personal business leave days to attend a funeral of a person not included in the immediate or “extended family” as previously defined. All bereavement leave benefits shall be non-cumulative. “Bereavement Leave” days do not have to be taken consecutively in the instance of spouse, children, and parents but must be used within 30 days of the family member’s death.
3. Provided, an individual’s bereavement leave shall not exceed a total of ten (10) days during any school year unless approved by the Superintendent.
4. Bereavement leave is time off granted to an employee in the event that a family member passes away. The intention is to allow employees to grieve and attend funeral services or a memorial but is not intended to deal with financial and legal

matters that may come up after death.

Article (H) – Jury/Witness Leave

1. All full-time support personnel shall be granted leave for jury service or when subpoenaed as a witness in a criminal, civil, or juvenile proceeding. Employees must notify the Human Resource Department and site supervisor of summons or subpoena. Employees shall receive full pay during the period of time said employee is serving as a juror or witness, as related to the course of employment with Stillwater Public Schools. Any payment for jury duty service shall be submitted to the Finance Department.

Article (I) – Vacation Leave

1. Support personnel employed on a twelve (12) month basis shall receive credit for ten (10) days of paid vacation per year, accrued at a rate of one (1) day per month after the first two (2) months of employment. During the second year of employment, twelve (12) month employees shall receive credit for ten (10) days paid vacation, accrued at the rate of one (1) day per month up to ten (10) days. During the third year of employment and succeeding years, twelve (12) month employees shall receive credit for fifteen (15) days of paid vacation leave July 1st of each school year.
2. Each twelve-month employee shall receive one paid day vacation during the week of Spring Break. Each employee shall choose which day to take leave. The choice of day for this vacation is to be identified in writing by the employee and submitted to their supervisor on or before February 15 of the current contract year. If a choice of day for this vacation is not identified by this procedure on or before February 15, this day of vacation will be identified by the supervisor. Supervisors will respond to a request or identify a day as early in each contract year as possible, but no later than February 28 of the current contract year.
3. Vacation leave may accumulate from year to year to a maximum amount of 20 days. Any days accumulated above the maximum will be forfeited at the end of the fiscal year.
4. If an employee leaves prior to the end of the contract year, vacation used in excess of the employee's monthly accrual rate shall be reimbursed to the District out of the final paycheck.

Vacation leave accrued, but unused, during any year shall, at the time of termination, be paid to said employee at their regular rate of pay then in effect.
5. Vacation time for said employee defined above shall be approved in advance by the immediate supervisor based on the work needs of the site or department.
6. In the event a support employee is unable to use vacation time prior to the end of the fiscal year, the support employee will be paid at the regular rate of pay in effect at the time, provided that the employee has scheduled vacation leave and was unable to take said vacation leave due to District business or circumstances, OR a timely request for vacation leave has been denied and no alternative vacation dates have been proposed by the employee's supervisor.

7. All vacation leave shall be scheduled as follows:

Days Taken	Notice Required	Approval
1-3 Days	48-hour notice	Immediate verbal approval
4 or more consecutive days	2-week notice	3 days written approval

8. Should more than one employee request vacation at the same time and the immediate supervisor cannot release all employees making the request, the employee with the most seniority at the site shall be granted leave first, the second most senior employee second, etc. In case of inclement weather, any available leave can be taken with no advance notice upon approval of the employee's supervisor. The employee shall notify the supervisor verbally when taking any available leave for inclement weather and formal notice will be completed when the employee returns to work. Employees may change previously scheduled vacation with the approval of the supervisor.

Article (J) – Leaves of Absence

1. Short-Term – Support staff may apply to the Superintendent of Schools for short-term leave of absence, without pay, not exceeding five (5) working days per year. Short-term leave must be requested prior to absence through the building principal or supervisor and submitted to the Superintendent of Schools for action. Requests for absence during times which place undue burden on others or which work against the purposes and objectives of the school will be denied.

2. Nothing stated above shall prevent the Board of Education from authorizing or extending a leave of absence for any other purpose not expressly identified above.

3. Long-Term – Full time support staff employees who have successfully completed three (3) consecutive years of service may apply for long-term leave of absence, without pay, not exceeding one (1) year, for the following reasons:

3.1. Graduate or undergraduate study

3.2. Maternity or adoption

3.3. Illness

3.4. Military service

3.5. Convalescence of employees or member of the immediate family (a physician's statement may be required concerning convalescence)

4. Support employee's requests for long-term leave without pay must be made in writing directly to the Superintendent and sent by certified mail. The Superintendent may recommend approval of the leave to the Board at the next regular meeting following receipt of the request when it is deemed in the best interest of the School District to do so. A letter stating the Board's decision and conditions of the leave will be given to the employee.

5. If a long-term leave of absence is granted in one (1) school year, the employee will not be eligible for another long-term leave of absence for at least one (1) complete school year after returning to work at the end of the previous long-term leave of absence.
6. On granting a long-term leave, the Board signifies its intent to reemploy said employee in the job classification the employee vacated provided there is a vacancy in that classification.
7. All support employees granted a leave of absence for any of the above purposes shall retain all accumulated benefits following completion of the leave. No support employee may accrue additional benefits while on any leave of absence.
8. To be eligible for reemployment following the leave period, the employee shall notify the School District by certified mail postmarked thirty (30) days prior to the conclusion of the long-term leave.
9. Employees granted leaves of absence for graduate or undergraduate study twelve (12) hours per semester at an accredited school shall, upon request, furnish satisfactory evidence of completion of the program for which leave was requested. Failure to present such evidence shall result in the termination of the employee except under extraordinary circumstances as determined by the Superintendent.
10. Any employee on leave of absence is entitled to continued participation in available health insurance programs provided payment of premiums is made in advance, and the employee makes prior arrangements with the District's business office
11. Acceptance of other employment during the time the employee is on leave of absence from Stillwater Public Schools nullifies the conditions of leave and the employee shall be considered terminated.

Article (K) – Birthday Leave

1. All support personnel who have completed five (5) years of employment as of the beginning of the fiscal year with Stillwater Public Schools pursuant to a written contract are eligible for "birthday leave", as provided by the following guidelines:
 - 1.1. This leave is subject to prior approval by the supervisor.
 - 1.2. Birthday leave may be requested at any time during the employee's work year.
 - 1.3. Day is defined as the period of time the employee is normally scheduled to work.
 - 1.4. Birthday leave is non-cumulative.

Article (L) – Fifteen Minute Increments

1. The purpose of this Article is to allow all leave to be taken in fifteen (15) minute increments.

Article (M) – Association Leave

1. The president of the Association shall be granted release time for association business. This time will be granted at no loss of pay. The Association will pay the cost of the substitute employee if one is hired.
2. The limitation of association leave shall be twelve (12) days per year with the possibility of the Superintendent or designee to approve 4 additional days. Excluding the Oklahoma Education Association Delegate Assembly, only one person per job category per building per day may take association leave with the exception of the president and/or at-large representative. These days shall be granted at no loss of pay.

Article (N) – Epidemic Leave

1. Support employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy-two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.

EXHIBIT A

Employees holding the following position shall not be part of the bargaining unit:

- 1) Administrative Assistant for Student Services
- 2) Administrative Assistant for Federal Programs
- 3) Administrative Assistant for Human Resources
- 4) Administrative Assistant for Chief Financial Officer
- 5) Administrative Assistant for Superintendent
- 6) Administrative Assistant for Payroll
- 7) Administrative Assistant for Education Services
- 8) Administrative Assistant for Operations
- 9) Administrative Assistant for Special Services
- 10) Administrative Assistant for Technology
- 11) Accounts Payable/Activity Fund Clerk
- 12) Accountant/Encumbrance Clerk
- 13) Human Resource Specialist
- 14) Human Resource Benefits Specialist
- 15) Human Resource Assistant/Administration Building Receptionist
- 16) Computer Technology Employees
- 17) Licensed electricians and heat and air technicians and plumbing

PROCEDURAL AGREEMENT FOR NEGOTIATIONS

ARTICLE (A) – RECOGNITION

1. The Board hereby recognizes the Association as the exclusive bargaining representative for employees who are not required by the position in which they are employed to be certified as a teacher, principal, superintendent, or other administrator and who do not hold supervisory authority with respect to other teachers in the district.

ARTICLE (B) – SCOPE OF BARGAINING

1. The Board and the representatives of the Association must negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment. To negotiate in good faith shall mean both parties must be willing to consider proposals in an effort to find a mutually satisfactory basis for agreement and must be willing to discuss their respective contract proposals. If either party objects to the others' agreement proposals, the objecting party must support its objections with rationale. Neither the Board nor the Association will purposefully use the above statements of "Scope of Bargaining" to expand on or circumvent negotiations on mandatory bargaining issues.
2. There shall be no negotiations on inherent managerial policy. The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by state and federal law, including the right to make policy, rules and regulations that are not inconsistent with any law or negotiated agreement.

ARTICLE (C) – STATUTES AND POLICIES

1. The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and power of the Board, including its power to make policy.

ARTICLE (D) – NEGOTIATING TEAMS

1. No more than five (5) designated representatives of the Board will meet with no more than five (5) designated representatives of the Association for the purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiation teams will be present in the room during negotiations except for the OEA advocate and clerical assistance. Each party will designate a lead negotiator at the outset of the negotiation meetings. The individual designated as the lead negotiator of each party shall have the authority to make proposals and counter proposals, to compromise and to make agreements subject to ratification by the parties. However, when the lead negotiator of either team elects to release information, he/she may do so, provided he/she gives to the lead negotiator of the other team a written/digital copy of the information to be released.

ARTICLE (E) – NEGOTIATIONS PROCEDURES

1. Initiating Negotiations

- 1.1. Upon written request for a negotiation's session by either party, an initial meeting date and place acceptable to both parties will be selected. A negotiation session is defined as that time from presentation of proposals through ratification of a negotiation's agreement. The request for a negotiation session must be made on or before June 1 of each year a negotiation session is to be held
2. Negotiations Meetings
 - 2.1. All Board proposals and all Association proposals will be presented at the first negotiations meeting. Negotiation meetings will be held at times and places mutually acceptable to both parties. During meetings, each party is free to caucus at any time. The lead negotiator for each team will be the chief spokesperson for each meeting. Other meetings ground rules shall be set by agreement of the team members.
3. Exchange of information
 - 3.1. Upon reasonable request, the parties shall provide each other with available information regarding negotiations.
4. Information Releases
 - 4.1. During negotiations, releases to news media shall be by mutual agreement only.
5. The Agreement
 - 5.1. All proposals and counter proposals will be presented in writing. Tentative agreements reached between representatives of the parties shall be reduced to writing and signed and dated by the lead negotiators. Such tentative agreements shall then be set aside pending final approval or ratification as a package first by the Association and subsequently by the Board. Items that have received tentative agreement cannot be reconsidered, unless mutually agreed upon by both teams or unless the Board and the Association fail to ratify the agreement. Tentative agreements become final agreements and thus a part of the contract upon ratification by the Board and the Association. Upon approval and after necessary action by the Board, terms of the agreement shall be implemented. No further negotiations will take place without mutual agreement until a formal request is made in accordance with the guidelines for initiating negotiations (Article E, Subsection I).

ARTICLE (F) - IMPASSE PROCEDURE

1. If negotiations representatives of the Board and the Association are unable to reach agreement on any or all negotiations items, the procedure for resolving an impasse as developed by the Board and representatives of the Association shall be in effect. If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school. Within two (2) days of such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS), unless the parties mutually agree to forego the mediation

process.

2. If the mediation process has been utilized and fails to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to a fact finding committee as follows:
 - 2.1. One member selected by the representatives of the Association within the (5) days after the reaching of impasse;
 - 2.2. One member who shall be selected by the Board within five (5) days after the reaching of impasse; and
 - 2.3. One member who shall serve as chairperson of the committee and shall be selected as follows:
 - 2.3.1.1. The State Board of Education shall appoint not less than twenty or more than thirty persons to be placed on the State Superintendent's list of fact finders. The appointees must reside in Oklahoma, must be neutral and unbiased and must be knowledgeable in the fields of school operations, school finance, personnel management, dispute resolution, and hearing procedures. The appointees shall not currently be elected public officers or employees of a board of education or officers or employees of an organization of education employees. No person who is related within the second degree by consanguinity or affinity to an elected public officer, to an employee of the local board of education that is involved in the impasse, or to an employee of an organization of education employees shall be eligible to serve as a fact finder.
 - 2.3.1.2. An appointee shall serve until such appointee resigns or is removed by the State Board of Education from the State Superintendent's list of fact finders. An appointee must be removed immediately if he or she
 - 2.3.1.3. becomes an elected public officer or employee of a board of education or an officer or employee of an organization of education employees.
 - 2.3.1.4. Within ten (10) days of being notified that a fact finder is needed, the State Superintendent of Public Instruction or designee shall provide the names of five potential fact finders selected at random from the list of appointees who are available to serve as a member and the chairperson of the committee. The parties shall select the fact finder from the five names within fifteen (15) days after receiving the list of fact finders.
 - 2.3.1.5. It shall be the responsibility of the State Board of Education to establish rules, regulations, training, hearing procedures, and payment schedules to implement the provisions of this paragraph.
 - 2.3.2. Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished by each party to the chairman and other members of the committee.

2.3.3. The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.

2.3.4. If either party decides it must reject one or more of the committee's

2.3.4.1. recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the board and for the organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.

2.3.5. The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiation's impasse process within thirty (30) days of the effective date of implementation.

2.3.6. The Association and the Board will each be responsible for the fees and costs of its member on the fact-finding committee and shall share equally in the fees and costs of the third member.

2.4. The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaging in a strike shall be denied the full amount of his wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such Association or its representatives.

ARTICLE (G) - DURATION

1. After ratification by the Board and by the Association, this agreement shall become effective upon the signing by the Board President, the Association President, and the Association Chief Negotiator. This agreement shall be effective for the successive fiscal year periods unless a successor agreement is mutually agreed upon by representatives of the Association

and the Board and shall be renewed automatically without modification, unless either party shall request an amendment.

2. This Agreement remains in effect during the time the Association continues as the exclusive negotiation representative and shall continue in effect for successive fiscal year periods. If either party desires to amend the Agreement, written notice shall be given prior to June 1st. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice. When completed, the revised Procedural Agreement will become effective.

ARTICLE (H) - SAVINGS CLAUSE

1. If any provision(s) of this agreement is found to be in conflict with state or federal law, now or hereafter enacted, such provision(s) will be held inoperative and void. All other provisions in this agreement will remain in effect. The party (the Board or SESPAs negotiating team) discovering the inoperative provision(s) will inform the other party within five (5) days of the discovery. Upon request of either party, the two parties will then meet within fourteen (14) days solely for the purpose of negotiating only the affected provision(s).

ARTICLE (I) - NON-DISCRIMINATION

There shall be no discrimination against any employee covered by this contract in a manner which would violate any applicable laws on the basis of race, color, creed, national origin, age, sex, or marital status in the evaluation, employment, transfer, or promotion of personnel.

APPROVED

Caitlin Lester, SESPA President
Stillwater Education Support Professionals Association

Date

Ron McElliott, Chief Negotiator
Stillwater Education Support Professionals Association

Date

Dr. Trent J. Swanson, Chief Negotiator
Stillwater Public Schools Board of Education

Date

Tim Riley, President
Stillwater Public Schools Board of Education

Date