

Collective Bargaining Agreement

2020 - 2021

between the

**Board of Education
of Independent School District Number 89 of
Oklahoma County, Oklahoma**

and the

**American Federation of School
Administrators Local 79 AFL -C10
of Oklahoma County, Oklahoma**



School Administrators

Oklahoma City Public Schools

Table of Contents

ARTICLE I – RECOGNITION	1
Section 1: Purpose	1
Section 2: Nondiscrimination	1
Section 3: Rights	1
Section 4: Definitions.....	1
ARTICLE II - AFSA RIGHTS AND BOARD RIGHTS	1
Section 1: Availability of Data for Negotiations	1
Section 2: Agreement Administration	2
Section 3: Right to Negotiate	2
Section 4: Administrative Orientation and General Onboarding Programs.....	2
Section 5: District Budget	2
Section 6: Administrative Rights.....	2
Section 7: Maintenance of Benefits	2
Section 8: Duration Clause	2
Section 9: Miscellaneous	2
ARTICLE III – GRIEVANCE PROCEDURE	3
Section 1: Procedures.....	3
Section 2: Miscellaneous	4
ARTICLE IV - DISCIPLINE AND TERMINATION	5
Section 1: Administrative Rights and Discipline	5
ARTICLE V – BUILDING ADMINISTRATOR EVALUATION.....	6
Section 1: Evaluation Review.....	6
ARTICLE VI - ADMINISTRATIVE ASSIGNMENT	7
Section 1: Assistant Principal Assignments	7
Section 2: Administrative Vacancies	7
Section 3: Demotion	7
Section 4: Position Elimination.....	7
Section 5: Reassignments	7
Section 6: Non-disciplinary Administrative Leave	8
ARTICLE VII - REDUCTION-IN-FORCE	8

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

ARTICLE VIII - MISCELLANEOUS PROVISIONS 8
 Section 1: Financial Responsibility..... 8
 Section 2: Pupil Transportation 8

ARTICLE IX - LEAVES 8
 Section 1: Bereavement Leave 8
 Section 2: Personal Business Leave 9
 Section 3: Sick Leave..... 9
 Section 4: Professional Leave 10
 Section 5: Vacation 10
 Section 6: Inclement Weather Leave 11
 Section 7: Other Leaves 11

ARTICLE X – COMPENSATION12
 Section 1: Agreement Days 12
 Section 2: Administrative Salary..... 12
 Section 3: Insurance 12
 Section 4: Retirement..... 12
 Section 5: Tax-Deferred Compensation 13
 Section 6: Salary Schedules (See Appendix A)..... 13

ARTICLE XI- IMPLEMENTATION15
 Section 1: Conformity to Law Saving Clause 15
 Section 2: Duration 15
 Section 3: Agreement between the Board and the Union 16

Appendix A – Administrator Salary Schedule.....17

ARTICLE I – RECOGNITION

Section 1: Purpose

- A. The Board of Education recognizes the American Federation of School Administrators (“AFSA”) as the exclusive bargaining agent on behalf of all principals, assistant principals, and deans of instruction serving in supervision of teachers who work under direction of building administrators herein sometimes called “Administrator(s)” employed by the Board of Education for the purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment.

Section 2: Nondiscrimination

- A. The AFSA agrees to admit the aforesaid administrators to membership without discrimination on the basis of protected classes as prescribed in OKCPS Board Policy G-02 Nondiscrimination.

Section 3: Rights

- A. The Board recognizes the right of any administrator to become a member of the AFSA and will not discourage, discriminate, or interfere with the right of administrators to become or remain a member of the AFSA.

Section 4: Definitions

- A. “Administrators” includes any individuals or group of individuals within the negotiating unit, (principals and assistant principals).
- B. “Calendar days” shall mean calendar days, including Saturday, Sunday, and holidays.
- C. “Days” shall mean workdays of the administrator, except that it shall mean weekdays when schools are in summer session.
- D. “Grievance” is a complaint by one or more administrator(s) that there has been an alleged violation of the provisions of this Agreement.
- E. “Immediate family” is defined as spouse, parent, guardian, child, brother, sister, grandparent, grandchild, or similar relationship established by marriage.

ARTICLE II - AFSA RIGHTS AND BOARD RIGHTS

Section 1: Availability of Data for Negotiations

- A. The Administration shall make available within five {5} workdays upon request of the AFSA, upon request, such information, in the Administration’s possession necessary to prepare for negotiations.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Section 2: Agreement Administration

- A. The Superintendent or Superintendent's designee and representatives of the AFSA shall meet to discuss matters relating to the administration of this Agreement. Either the Superintendent or the AFSA may request the meeting.

Section 3: Right to Negotiate

- A. Administrators or groups of administrators represented by the AFSA shall not bargain individually or collectively with the Board concerning any terms or provisions of this Agreement or any matters related to wages, benefits, hours and term of conditions of employment, through the negotiations' process.

Section 4: Administrative Orientation and General Onboarding Programs

- A. Upon approval of the Superintendent or his/her designee, the AFSA President or designee shall be granted an opportunity to address administrators during orientation programs.
- B. AFSA packets shall be made available to new administrators during the district's onboarding process.

Section 5: District Budget

- A. The principal shall be notified of anticipated Federal and State grants, and the principal may discuss the effect of such programs on the operation of schools with the appropriate coordinator of the grant.

Section 6: Administrative Rights

Principals have the right to have AFSA dues deducted from their paychecks pursuant to State law at 70 O.S. section 5-139. The administrators shall authorize such deductions in writing.

Section 7: Maintenance of Benefits

- A. All conditions or provisions beneficial to administrators, which constitute terms and, conditions of employment, which are in effect, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Board and the AFSA.

Section 8: Duration Clause

- A. The parties agree to reopen this agreement after May 1 and prior to August 1 annually, on a mutually agreeable date for the purpose of bargaining salaries, fringe benefits and two {2} items submitted by the Board and two {2} items submitted by the AFSA for the 2020-2021 school year.

Section 9: Miscellaneous

- A. The AFSA may hold meetings in District owned buildings utilizing District's facility use policy, regulation and process.

- The AFSA may be allowed to make announcements and provide general information to administrators at the conclusion of Principal's meetings and leadership development programs.
- The District's Administration will notify the AFSA prior to making major strategic decisions that affect schools. Upon notification, the AFSA shall have the option of requesting a meeting on the topic.

ARTICLE III – GRIEVANCE PROCEDURE

Section 1: Procedures

A. **Timeliness.** The number of days indicated at each level below should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of the authorized representatives of each party.

B. **Pre-Grievance Informal Discussion**

An administrator alleging a grievance may initiate this procedure informally by approaching the his/her assigned instructional leadership director (ILD) and discussing the matter.

C. **Level One: *Formal Grievance***

1. In the event that Pre-Grievance Informal Discussion is unsuccessful in resolving the grievance, the administrator may file a written grievance on a form supplied by the District. The form shall be filed in four {4} copies as follows: one {1} copy each 5 for the aggrieved administrator, assigned ILD, Superintendent or designee, the AFSA, and the Human Resources office.
2. A written grievance shall be filed as soon as possible, but in no event later than five {5} days after the pre-grievance informal discussion.
3. Within five {5} days following the filing of a written grievance, the aggrieved administrator, the administrator's representative, the AFSA's representative, and the Superintendent or designee shall meet to attempt to resolve the grievance. If the grievance is resolved to the satisfaction of the grievant, the Superintendent or designee and/or District's representative shall draft a written statement explaining said resolution.
4. If the grievance is not resolved, the Superintendent or designee shall forward a written answer to the grievant. The written statement in each of the above instances shall be forwarded as aforesaid not later than five {5} days following the meeting described in this subparagraph (3).

D. **Level Two: *Final Grievance through Arbitration***

1. In the event that Level One is unsuccessful in resolving the grievance, the administrator may submit the grievance to arbitration to the Superintendent or designee within five {5} days after receipt by the aggrieved administrator.
2. The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall have no power to add to, delete from, nor modify in any way the provisions of this Agreement. The arbitrator shall have the power to make compensatory awards, including restitution of wages and/or benefits to which aggrieved administrator is entitled had violation not occurred, where necessary, to implement the decision.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

3. Fees and expenses of the arbitrator shall be borne equally by the parties.
4. Administrators may not utilize the arbitration procedures for action of suspension and/or dismissal.
5. Within five {5} days of the arbitration demand, the parties shall request the American Arbitration Association or Federal Mediation and Conciliation Service to furnish one {1} panel of arbitrators from which a selection shall be made pursuant to its rules and procedures. The parties shall join in the execution of such request.
6. Within five {5} days of receipt of the list of seven {7} arbitrators, the Union and Superintendent or designee shall meet to strike the names of six {6} prospective arbitrators from the list. A flip of a coin will determine which party is the first to strike a name from the list with alternative sequence of striking names by each party until only one {1} name remains. The remaining name on the list shall be the arbitrator for the grievance. The Superintendent or designee and Union shall notify of the selection to the appropriate arbitration agency which shall then notify the selected arbitrator.
7. The arbitrator will notify the parties of the available dates and deadlines for the arbitration process and will hold a hearing within twenty {20} calendar days of appointment. The arbitrator will provide at least five {5} days' notice of the time and place or method of the hearing.
8. The arbitrator shall issue a written decision not later than thirty {30} calendar days from the date of the closing of the hearing(s). Such decision shall provide the arbitrator's opinion and conclusion(s) on the grievance submitted and is final. No further appeal is available.

Section 2: Miscellaneous

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. The time in which to render a decision at any level herein may be extended by mutual agreement of the parties.
- C. Failure to appeal at any level within the time specified above shall be deemed an acceptance of the decision rendered at that level.
- D. Failure to respond to the grievant within the specified time limits shall permit the grievant to advance to the next level.
- E. To protect due process rights for administrators, no appeal nor any information arising from the grievance may be shared or discussed with the Board.
- F. Level Two: Final Grievance through Arbitration procedure to expire, unless extended, on June 30, 2022.

ARTICLE IV - DISCIPLINE AND TERMINATION

Section 1: Administrative Rights and Discipline

- A. No administrator shall be disciplined, reprimanded, reduced in rank or compensation without due process, as provided by law, District policy, and the provisions of this Agreement.
- B. Personnel files containing any information regarding disciplinary information will be kept in the District's official personnel records.
- C. Each administrator covered by this Agreement shall have the right, upon request, to review the contents of the administrator's own personnel file except confidential reference information supplied at the request of the Board for the purpose of obtaining employment or promotion. Each administrator has the right to have letters answering an adverse evaluation included in the principal's personnel file, provided such answers shall be provided within ten {10} calendar days from date issued to the administrator.
- D. Derogatory letters or reports shall not be placed in the administrator's file without the administrator's knowledge. The administrator shall be afforded an opportunity to make a written statement of response to be attached to the derogatory statement. The time line for attaching such statement shall be ten {10} calendar days from date issued to the administrator.
- E. Whenever a complaint involving personal or professional conduct is lodged against an administrator by a teacher, parent, student, or any other member of the public, and when the complaint could result in formal disciplinary action, the immediate supervisor shall notify the administrator of the charge in writing.
- F. If the complaint against the administrator results in investigatory proceedings, the administrator shall have the right to represent himself/herself, or be represented by his/her attorney, or any other person of his/her choice, at the administrator's own expense.
- G. A complaint made against an administrator, initiated by petition, shall have the charges in writing. Each person signing the petition shall have his/her home address listed, and the relationship to the administrator in writing. The administrator shall be given a copy of the petition.
- H. The building administrator shall be informed of the cause for discipline as soon as possible. The steps that will normally be followed in disciplining administrators shall include:
 - 1. Verbal warning or oral reprimand;
 - a. The immediate supervisor shall place in the administrator's immediate supervisor's file, within five {5} calendar days, a brief notation of time, date, and incident.
 - 2. Written reprimand shall be issued within ten {10} calendar days of the immediate supervisor's knowledge of the occurrence.

3. Suspension under the statutory process.
4. Termination under the statutory process.
5. Disciplinary action for serious offenses may be initiated at any step.

ARTICLE V – BUILDING ADMINISTRATOR EVALUATION

Section 1: Evaluation Review

- A. Building Administrators will be evaluated by their immediate supervisors. If a designee must be appointed for evaluation purposes, the Superintendent will name the designee.
- B. The Building Administrator's annual evaluation shall be completed on or before the last day of the Elementary Principals' current contract year. Even though state law does not require the development and use of administrative Plans for Improvement for Building Administrators, the Building Administrators and the District recognize the value of utilizing Plans for Improvement as a valuable tool in improving identified areas of weakness within the evaluation process. If an Instructional Plan for Improvement is to be issued, the Plan should be issued on or before March 1st, and will be evaluated for compliance on or before the last day of the Elementary principals' current contract year. A Behavior Plan of Improvement, with appropriate support, may be issued at any time deemed appropriate. Any Plan written after May 1 must be evaluated for compliance within forty-five {45} contract days after the Plan is issued. If compliance with the Plan is not satisfactory, the Building Administrator may be placed on a Plan to begin at the start of the ensuing Building Administrator's contract year.
- C. The bargaining agent shall be provided the opportunity to participate in the process of annually reviewing and making recommendations for consideration regarding the District's written policy of evaluation for Building Administrators. The evaluation instrument and District Evaluation System guidelines shall be provided to each Building Administrator by October 1. Each Building Administrator shall be provided orientation on the criterion and the evaluation instrument by October 1.
- D. The evaluation rating is not grievable. Building Administrators shall have recourse through the grievance procedure if procedures within the District Evaluation System were not properly followed. The Superintendent's designee at Level One and Level Two shall not be the Building Administrator's evaluator.

ARTICLE VI - ADMINISTRATIVE ASSIGNMENT

Section 1: Assistant Principal Assignments

- A. Principals shall be given the opportunity for input, including the opportunity to interview on the assignment of assistant principals to their buildings.

Section 2: Administrative Vacancies

- A. Any qualified building administrator may apply for a posted vacancy. In filling such vacancy, the Central administration agrees to give consideration to the professional background, certification in the required area, evaluations, and professional achievements of all applicants.
- B. Administrators who wish to be considered for lateral transfer to unfilled vacancies in existing or newly created administrative positions may do so by submitting requests in writing to the Executive Director of Human Resources identifying the position desired.

Section 3: Demotion

- A. An administrator covered by this Agreement shall have the right to be restored voluntarily to a previously held lower certified position without loss of attendance accrual, upon written request to the superintendent, provided that a vacancy exists, and that the hiring authority is agreeable, with full credit for all years of service in all certified positions with the Board of Education. If no vacancy exists, the affected administrator shall have been likewise considered for the next vacancy in accordance with unbroken certified service in the District. This provision shall not affect any pending disciplinary proceedings unless agreed to by the superintendent. At the end of the school year in which the demotion reassignment occurred, the affected administrator shall be placed on the salary schedule in alignment with the employee's assignment for the upcoming school year.

Section 4: Position Elimination

- A. When a position held by an administrator covered by this Agreement is eliminated, the administrator shall be advised of the reason or reasons, and reassigned by the Superintendent to an administrative position for which the administrator is certified and qualified. The administrator will be considered for any vacancy for which the administrator is qualified prior to the vacancy being posted or filled.
- B. If an administrator is reassigned to a position for which the compensation is lower, the administrator will remain at the current compensation until such time as the administrator accepts or refuses an offer of assignment at the previous or higher compensation level. The temporary reassignment will be reviewed with the administrator at the end of the next contract year if a permanent assignment has not been established.

Section 5: Reassignments

- A. When possible every opportunity shall be made by the supervisor to notify building administrators of their assignment no later than two {2} weeks prior to the student's last day of class.

Section 6: Non-disciplinary Administrative Leave

- A. Once determined that an administrator is eligible for rehire, but a placement is not immediately available, an administrator may be placed on a non-disciplinary administrative leave with pay until an assignment is made.

ARTICLE VII - REDUCTION-IN-FORCE

- A. When a reduction-in-force (“RIF”) among building administrators is necessary, the District will communicate the methodology used to effectuate the RIF in a timely and transparent manner. If a rubric is to be used to determine affected employees, the rubric shall be agreed upon by the parties and incorporated as an appendix to this Agreement. Upon determination of the total number of building administrator positions to be eliminated, each principal may request an administrator to be exempted. District leadership, in collaboration with the AFSA, shall determine the exemptions to be granted, although such number shall not exceed 10% of the number of administrator positions to be eliminated throughout the District.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 1: Financial Responsibility

- A. Administrators are responsible for the overall management of the school activity fund, implementation of Board policy and regulations and safeguarding the assets of the school. Principals are responsible for the loss of money if Board policies and procedures are violated.
 - 1. Frequency of Deposits:
 - a. Activity fund money shall be deposited on a daily basis at the end of the day if receipts total more than \$100.00.
 - b. Activity fund money of less than \$100.00 may be kept in a secure vault until \$100.00 or more is accumulated. A minimum of one {1} deposit per week is required.

Section 2: Pupil Transportation

- A. No administrator shall be required to transport a pupil in the administrator’s personal automobile, except in an emergency.

ARTICLE IX - LEAVES

Section 1: Bereavement Leave

- A. Up to five {5} consecutive days following the death of a member of the immediate family shall be allowed without loss of pay for bereavement.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Section 2: Personal Business Leave

- A. Each administrator will be granted four {4} days of personal business leave during the fiscal year in which this agreement is in effect. Any of the personal business leave not used during this fiscal year will convert to sick leave for accumulation in accordance with Section 3 below.

Section 3: Sick Leave

- A. The Board of Education will provide eleven {11} days of sick leave annually for those Building Administrators that are on contract for 210 and 220 days. Building Administrators that are on contract for 242 days will receive twelve {12} sick days annually. Sick leave may accrue and be used according to the provisions of "Sick Leave Cap" below.
- B. Sick leave shall be granted for personal illness, medical and dental appointments, pregnancy or accidental injury, illness, medical or dental appointments in the immediate family. Other cases, which seem to merit consideration, shall be referred in writing to the Executive Director of Human Resources.
- C. Administrators will be paid for unused sick leave at the rate of \$30.00 per day provided that official notice of resignation or retirement is received at least thirty {30} days prior to the date of leaving. Sick leave days accumulated on or before the date of resignation or retirement will be reported to Teachers' Retirement System and will not be deducted from balances available for other purposes. Administrators will be paid for all accumulated sick leave, according to the provision of "Sick Leave Cap" below, as of the date of retirement or resignation within thirty {30} days of last day of employment.
- D. In the event of an administrator's death, all sick leave and related moneys will be paid to the estate of the deceased or beneficiary at the rate of \$30.00 per day within thirty {30} days after notification of the administrator's death.
- E. Accrual of sick leave will remain under the provisions of a two-hundred and one {201} day cap. Administrators that have accumulated more than two hundred and one {201} days of sick leave upon adoption of this provision shall keep those hours; however, the accumulation of those hours shall immediately cease.
 - 1. When there appears to be a pattern of absenteeism and the Executive Director of Human Resource or the immediate supervisor believes that the sick leave is not being used for the specified purpose, the Executive Director of Human Resource may initiate an investigation.
- F. Effective July 1, 2009, if, after exhausting all sick leave otherwise provided, a Building Administrator is absent due to pregnancy or recovery from childbirth, or an extraordinary or severe illness or injury, or an extraordinary or severe illness or injury of the Building Administrator's immediate family documented as such by a physician, the Building Administrator may request the use of sick leave days accumulated in the special bank to be donated by other Building Administrators in accordance with the following procedures. Building Administrators desiring to request days from the special bank shall

complete a written request to the Director of Compensation, Compliance and Data Management in Human Resources.

1. Building Administrators desiring to donate days shall complete a written authorization transferring days to the requesting Building Administrator.
2. The donation of days may not cause the sick leave balance of the donating Building Administrator to fall below one hundred twenty {120} days.
3. A Building Administrator may initially request up to twenty {20} days from donating Building Administrators. If needed, the Building Administrator may reapply for one additional twenty {20} day period. After that the district personnel office must meet with the Building Administrator to review the long-term disability options available to the Building Administrator.
4. Solicitations for and award of donated leave shall only be made through designated administrative channels.

Section 4: Professional Leave

- A. Upon approval of the Superintendent or his/her designee, administrators will be granted leave to attend educational related conventions and conferences to enhance their professional responsibilities.

Section 5: Vacation

Vacation leave, with pay, of 22 days for each fiscal year shall be granted to Building Administrators that are on contract for 242 days. Those who have completed less than twelve months of a fiscal year of service shall be granted vacation leave on a pro-rata basis.

Vacation Year

A full year of service is from July 1 through June 30.

It is the responsibility of the Building Administrator to arrange vacations at a time so as to minimize the impact on student instruction and management of the building. Therefore, vacation leave taken during the instructional year or in excess of five {5} consecutive days needs pre-approval of Administrator's supervisor.

Accrual of Vacation Days

Vacation days may be accumulated up to twice the annual allocation. Vacation days beyond twice the annual allocation must be used by June 30. This means that an employee who earns 22 days annual vacation could accrue more than 44 days, but only 44 days can be carried over from one fiscal year into the next; thus, the employee must use the days in excess of 44 or lose them on June 30.

Payment for Unused Vacation Days

In the event that the employee's workload and assignments do not facilitate the employee's absence from work on scheduled annual leave, the superintendent may authorize payment to the employee under the following conditions:

1. The application for pay must be submitted to the superintendent on or before June 1, otherwise payment will not be granted, except in emergency situations.
2. The qualifying employee must make application for payment to the superintendent who will require evidence that the employee was not able to schedule vacation time in accordance with this policy.
3. Upon the superintendent's approval, the employee will be paid for the days lost at the employee's regular daily rate.

Upon separation from the District, an employee may be paid for up to forty-four {44} days of accumulated vacation leave, at the employee's daily rate of pay.

Vacation Accrual While on Sick Leave

1. With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.
2. Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

Section 6: Inclement Weather Leave

Up to five {5} work days per year without the loss of pay shall be allowed for the closing of school required due to inclement weather or other acts of nature following the Superintendent's notification to the media.

Section 7: Other Leaves

- A. Paid leave is provided as needed for jury duty, military duty, and court appearances related to employment. Other types of leave (e.g., FMLA, USERRA, ADA, etc.) shall be taken in accordance with District policy and regulation.

ARTICLE X – COMPENSATION

Section 1: Agreement Days

Building administrators shall work the number of days set forth below in accordance with a schedule developed by central administrative staff. Elementary and middle school principals shall have two {2} principal work site days protected at the end of the contract.

- A. Elementary Assistant Principals 205 Days
- B. Elementary Principals 210 Days
- C. Middle School Assistant Principals 205 Days
- D. Middle School Principals 215 Days
- E. High School Assistant Principals..... 215 Days
- F. High School Principals 242 Days

Section 2: Administrative Salary

- A. Building administrators shall be placed on the appropriate salary schedule by central administrative staff. (See Appendix A)

- B. Movement between salary schedule levels and other salary increases shall result from annual negotiations.

Section 3: Insurance

- A. Building administrators enrolled in the District’s Health Insurance plan shall receive a State paid insurance benefit equal to the cost of the Health Choice High Single Premium. (FY2005)

- B. Building administrators not enrolled in the District’s Health Insurance Plan shall receive sixty- nine dollars and seventy-one cents {\$69.71} per month as a State paid insurance benefit. This money may be used to pay for additional benefits or it may be received as salary. (FY2005)

- C. Life Insurance: The District shall provide, without cost, a fifty thousand dollars {\$50,000.00} term life insurance policy to current administrators.

Section 4: Retirement

- A. The Board will pay the full amount of the administrator’s contribution to Oklahoma Teachers’ Retirement System up to sixty thousand dollars {\$60,000.00}, not to exceed four thousand two hundred dollars {\$4,200.00}.

- B. The Board will pay ninety percent {90%} of the administrator contribution on compensation exceeding sixty thousand dollars {\$60,000.00} (contribution of four thousand two hundred dollars {\$4,200.00}).

- C. Building administrators shall be eligible to receive financial incentives upon acceptance and approval of retirement from Oklahoma City Public Schools, and provided administrative positions are targeted by the superintendent.
 - 1. Administrators who are eligible for retirement shall receive twenty percent {20%} of the base salary plus thirty dollars {\$30.00} for every day accrued under the two-hundred {201} days sick leave cap.

Section 5: Tax-Deferred Compensation

- A. Administrators shall be eligible to receive tax-deferred compensation of seven hundred dollars {\$700.00} annually.
- B. To be eligible for tax-deferred compensation, the building administrator must have completed two {2} complete years of administrative service with the District.

NOTE: Each administrator accepts the responsibility to arrange distribution of funds with VALIC personnel.

Section 6: Salary Schedules (See Appendix A)

A. Assistant Principals

Salary Schedules have been established for experience 0-25 years. Assistant Principals with qualified administrator experience above 25 years will receive \$500 for each additional qualified year, equally distributed over the contract year.

Experience Salary:

For every year of experience an Assistant Principal will receive \$500.00 per. For every year of experience an Assistant Principal has as an Assistant Principal or Principal they will receive an equivalent year towards calculating their experience salary.

B. Principals

Salary Schedules have been established for experience 0-25 years. Principals with qualified administrator experience above 25 years will receive \$700 for each additional qualified year, equally distributed over the contract year.

Experience Salary:

For every year of experience, a Principal will receive \$700 per year calculated as follows; for every year of experience as an Assistant Principal they will receive 0.5 years of experience and for every year as a Principal they will receive 1.0 years of experience. Total qualified experience resulting in a 0.5 year will be rounded up to the next full year.

C. Extra Duty Pay

Pursuant to Title I rules and regulations outlined in the U.S. Department of Education, Education Department General Administrative Regulations (EDGAR), employees receiving stipends from Title I funding must verify time and attendance beyond the contract work day. Such time and attendance would apply to before school, after school, Saturday school, and summer school educational programs, etc. It is important that documentation be readily available to verify attendance, time and program function.

Stipends and/or time entry will be paid in support of before school, after school, Saturday school and summer school educational programs for actual work occurring beyond the contract day. Building Administrators are eligible for stipends and/or time entry when the responsibilities to build leadership capacity for Title I programs with educational components targeting student achievement occur outside the contract day.

The costs of stipends and/or time entry must be identified in the budget for the school's approved Title I Plan and are limited to the following conditions:

1. The hourly rate for Building Administrators, \$32.00/hour.
2. Up to a maximum of 6 hours per week not to exceed 108 hours per semester per site (excluding summer school);
3. No employee may receive payment from another source for the implementation of the same work or other programs during the hours for which the Title I stipend and/or time entry is paid.
4. Time Entry must have prior approval by the respective Instructional Leadership Director and the Title I office prior to the time being entered in SAP.
5. Attendance documentation must be provided to the Title I office along with the "Request for Stipend Payment."

The extra duty hourly rate for Building Administrators is \$32.00/hour for all other funding sources.

Multi-building principal stipend for qualified Principals assigned a single school with multiple instructional sites. A stipend of \$2,000 to be equalized and paid throughout the employee contract year for the applicable time period in which the multiple building instruction occurs.

In addition:

All time and attendance documentation must also be maintained at the school site for audit purposes.

ARTICLE XI- IMPLEMENTATION

Section 1: Conformity to Law Saving Clause

- A. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions.

Section 2: Duration

- A. This agreement shall become effective upon adoption by the parties and will continue in effect until June 30, 2021.

Section 3: Agreement between the Board and the Union

This Agreement constitutes the full and complete agreement between the Board and the Union.

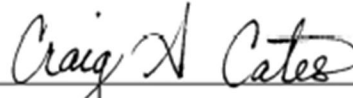
IN WITNESS WHEREOF, THE UNION, AND THE OKLAHOMA CITY PUBLIC SCHOOLS BOARD OF EDUCATION HAVE SET THEIR SIGNATURES ON THIS 13th DAY OF January 2021.



Paula Lewis, Chairperson
Board of Education
Oklahoma City Public Schools, I 89



Attested by:



Craig A. Cates, Board Clerk
Oklahoma City Public Schools
This CBA approved by the OKCPS Board
of Education 11/09/20, item 18.01



Melinda Elms (Jan 8, 2021 10:32 CST)

Melinda Elms, Co-President
American Federation of School Administrators

Jan 8, 2021

Date



Scot McAdoo, Co-President
American Federation of School Administrators

Jan 9, 2021

Date

Appendix A – Administrator Salary Schedule

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Assistant Principal ELEMENTARY SCHOOL			Schedule 008
			205 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$67,420	\$72,920
1	1	\$67,920	\$73,420
2	2	\$68,420	\$73,920
3	3	\$68,920	\$74,420
4	4	\$69,420	\$74,920
5	5	\$69,920	\$75,420
6	6	\$70,420	\$75,920
7	7	\$70,920	\$76,420
8	8	\$71,420	\$76,920
9	9	\$71,920	\$77,420
10	10	\$72,420	\$77,920
11	11	\$72,920	\$78,420
12	12	\$73,420	\$78,920
13	13	\$73,920	\$79,420
14	14	\$74,420	\$79,920
15	15	\$74,920	\$80,420
16	16	\$75,420	\$80,920
17	17	\$75,920	\$81,420
18	18	\$76,420	\$81,920
19	19	\$76,920	\$82,420
20	20	\$77,420	\$82,920
21	21	\$77,920	\$83,420
22	22	\$78,420	\$83,920
23	23	\$78,920	\$84,420
24	24	\$79,420	\$84,920
25	25	\$79,920	\$85,420

District Paid Life: \$50,000 of term life insurance (\$108.00 annual benefit).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50** annually in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Assistant Principal MIDDLE SCHOOL			Schedule 010
			205 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$67,920	\$73,420
1	1	\$68,420	\$73,920
2	2	\$68,920	\$74,420
3	3	\$69,420	\$74,920
4	4	\$69,920	\$75,420
5	5	\$70,420	\$75,920
6	6	\$70,920	\$76,420
7	7	\$71,420	\$76,920
8	8	\$71,920	\$77,420
9	9	\$72,420	\$77,920
10	10	\$72,920	\$78,420
11	11	\$73,420	\$78,920
12	12	\$73,920	\$79,420
13	13	\$74,420	\$79,920
14	14	\$74,920	\$80,420
15	15	\$75,420	\$80,920
16	16	\$75,920	\$81,420
17	17	\$76,420	\$81,920
18	18	\$76,920	\$82,420
19	19	\$77,420	\$82,920
20	20	\$77,920	\$83,420
21	21	\$78,420	\$83,920
22	22	\$78,920	\$84,420
23	23	\$79,420	\$84,920
24	24	\$79,920	\$85,420
25	25	\$80,420	\$85,920

District Paid Life: \$50,000 of term life insurance (\$108.00 annual benefit).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50** annually in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Assistant Principal HIGH SCHOOL			Schedule 012
			215 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$75,030	\$80,530
1	1	\$75,530	\$81,030
2	2	\$76,030	\$81,530
3	3	\$76,530	\$82,030
4	4	\$77,030	\$82,530
5	5	\$77,530	\$83,030
6	6	\$78,030	\$83,530
7	7	\$78,530	\$84,030
8	8	\$79,030	\$84,530
9	9	\$79,530	\$85,030
10	10	\$80,030	\$85,530
11	11	\$80,530	\$86,030
12	12	\$81,030	\$86,530
13	13	\$81,530	\$87,030
14	14	\$82,030	\$87,530
15	15	\$82,530	\$88,030
16	16	\$83,030	\$88,530
17	17	\$83,530	\$89,030
18	18	\$84,030	\$89,530
19	19	\$84,530	\$90,030
20	20	\$85,030	\$90,530
21	21	\$85,530	\$91,030
22	22	\$86,030	\$91,530
23	23	\$86,530	\$92,030
24	24	\$87,030	\$92,530
25	25	\$87,530	\$93,030

District Paid Life: \$50,000 of term life insurance (\$108.00 annual benefit).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50** annually in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Principal ELEMENTARY SCHOOL			Schedule 009
			210 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$74,820	\$80,320
1	1	\$75,520	\$81,020
2	2	\$76,220	\$81,720
3	3	\$76,920	\$82,420
4	4	\$77,620	\$83,120
5	5	\$78,320	\$83,820
6	6	\$79,020	\$84,520
7	7	\$79,720	\$85,220
8	8	\$80,420	\$85,920
9	9	\$81,120	\$86,620
10	10	\$81,820	\$87,320
11	11	\$82,520	\$88,020
12	12	\$83,220	\$88,720
13	13	\$83,920	\$89,420
14	14	\$84,620	\$90,120
15	15	\$85,320	\$90,820
16	16	\$86,020	\$91,520
17	17	\$86,720	\$92,220
18	18	\$87,420	\$92,920
19	19	\$88,120	\$93,620
20	20	\$88,820	\$94,320
21	21	\$89,520	\$95,020
22	22	\$90,220	\$95,720
23	23	\$90,920	\$96,420
24	24	\$91,620	\$97,120
25	25	\$92,320	\$97,820

District Paid Life: \$50,000 of term life insurance (\$108.00 annual benefit).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50** annually in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Principal MIDDLE SCHOOL			Schedule 011
			215 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$80,120	\$85,620
1	1	\$80,820	\$86,320
2	2	\$81,520	\$87,020
3	3	\$82,220	\$87,720
4	4	\$82,920	\$88,420
5	5	\$83,620	\$89,120
6	6	\$84,320	\$89,820
7	7	\$85,020	\$90,520
8	8	\$85,720	\$91,220
9	9	\$86,420	\$91,920
10	10	\$87,120	\$92,620
11	11	\$87,820	\$93,320
12	12	\$88,520	\$94,020
13	13	\$89,220	\$94,720
14	14	\$89,920	\$95,420
15	15	\$90,620	\$96,120
16	16	\$91,320	\$96,820
17	17	\$92,020	\$97,520
18	18	\$92,720	\$98,220
19	19	\$93,420	\$98,920
20	20	\$94,120	\$99,620
21	21	\$94,820	\$100,320
22	22	\$95,520	\$101,020
23	23	\$96,220	\$101,720
24	24	\$96,920	\$102,420
25	25	\$97,620	\$103,120

District Paid Life: \$50,000 of term life insurance (**\$108.00 annual benefit**).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall **receive \$69.71 per month/\$836.50 annually** in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

2020-2021 American Federation of School Administrators Collective Bargaining Agreement

Oklahoma City Public Schools - FY21 Administrator Salary Schedule			
Principal HIGH SCHOOL			Schedule 013
			242 days
Base Salary			
Yrs. Expr	STEP	Master	Doctorate
0	0	\$89,570	\$95,070
1	1	\$90,270	\$95,770
2	2	\$90,970	\$96,470
3	3	\$91,670	\$97,170
4	4	\$92,370	\$97,870
5	5	\$93,070	\$98,570
6	6	\$93,770	\$99,270
7	7	\$94,470	\$99,970
8	8	\$95,170	\$100,670
9	9	\$95,870	\$101,370
10	10	\$96,570	\$102,070
11	11	\$97,270	\$102,770
12	12	\$97,970	\$103,470
13	13	\$98,670	\$104,170
14	14	\$99,370	\$104,870
15	15	\$100,070	\$105,570
16	16	\$100,770	\$106,270
17	17	\$101,470	\$106,970
18	18	\$102,170	\$107,670
19	19	\$102,870	\$108,370
20	20	\$103,570	\$109,070
21	21	\$104,270	\$109,770
22	22	\$104,970	\$110,470
23	23	\$105,670	\$111,170
24	24	\$106,370	\$111,870
25	25	\$107,070	\$112,570

District Paid Life: \$50,000 of term life insurance (**\$108.00 annual benefit**).

Health Insurance: Insurance through OMES Flexible Benefit Allowance for Major Medical - Administrators enrolled in District's Health Insurance Plan shall receive **\$615.90 per month/\$7,390.80** annually as Flexible Benefit Allowance (FBA) towards the cost of the employee's medical insurance for calendar year 2021. Calendar Year 2022 amounts have not been established. Any excess FBA over the cost of the major medical coverage may be used to purchase additional benefits or taken as taxable compensation.

Cash in Lieu of Flexible Benefit Allowance: Administrators not enrolled in the District's Health Insurance Plan shall receive **\$69.71 per month/\$836.50 annually** in lieu of health insurance with proof of other group coverage.

District Paid Retirement: OKCPS pays on behalf of the employee the full amount of the administrator's contribution of **7% to TRS up to \$60,000** in compensation and **90%** of the administrator's contribution to TRS for any compensation exceeding \$60,000.

This Page Left Blank Intentionally