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**ARTICLE I – RECOGNITION**

Section 1: Purpose

A. The Board of Education recognizes the Oklahoma City Building Administrators (“OCBA”) 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 OCBA agrees to admit the aforesaid administrators to membership without discrimination on the basis of race, creed, color, national origin, handicap, sex, or marital status.

Section 3: Rights

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

**ARTICLE II - OCBA RIGHTS AND BOARD RIGHTS**

Section 1: Availability of Data for Negotiations

A. The Administration shall make available, in a timely manner in accordance with district policy, to the OCBA, upon request, such information, in the Administration’s possession necessary to prepare for negotiations.

Section 2: Agreement Administration

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

Section 3: Right to Negotiate

A. Administrators or groups of administrators represented by the OCBA 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.

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### Section 4: Administrative Orientation and General Onboarding Programs

- A. Upon approval of the Superintendent or his/her designee, the OCBA President or designee shall be granted an opportunity to address administrators during orientation programs.
- B. OCBA 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

- A. Principals have the right to have OCBA dues deducted from their paychecks if they so choose. The administrators shall authorize such deductions in writing and such authorizations shall continue in effect until written revocation has been delivered or mailed to the business office by the OCBA member.

### 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 OCBA.

### 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 2018-2019 school year.

### Section 9: Miscellaneous

- A. The OCBA may hold meetings in District owned buildings after making prior arrangements for such meetings with the Administration. If the meeting takes place during business hours, at least twenty-four (24) hours notice will be provided to the Administration.
  - o The OCBA may be allowed to make announcements and provide general information to administrators at the conclusion of Principal's meetings and leadership development programs.
  - o The District's Administration will notify the OCBA prior to making major strategic decisions that affect schools. Upon notification, the OCBA shall have the option of requesting a meeting on the topic.

## ARTICLE III – GRIEVANCE PROCEDURE

### Section 1: Definitions

- A. A “Grievance” is a complaint by one or more administrator{s} that there has been an alleged violation of the provisions of this Agreement.
- B. The term “administrators” includes any individuals or group of individuals within the negotiating unit, (principals and assistant principals).
- C. The term “days” used in this Article shall be workdays of the administrator, except that it shall mean weekdays when schools are in summer recess.

### Section 2: Procedures

- A. 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.

#### *Level One:*

- (a) An administrator alleging a grievance may initiate this procedure by approaching the Superintendent or his/her designee and discussing the matter.
- (b) In the event that step (a) above 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 4 for the aggrieved administrator, Superintendent or his/her designee, the OCBA, and the Human Resources office. A written grievance shall be filed as soon as possible, but in no event later than five {5} days after occurrence of the facts giving rise to the grievance or notice of such facts to the administrator whichever is later.
- (c) Within five {5} days following the filing of a written grievance, the aggrieved administrator, the administrator’s representative, the OCBA’s representative, and the Superintendent or his/her designee shall attempt to resolve the grievance. If the grievance is resolved to the satisfaction of the grievant, the Superintendent or his/her designee and/or District’s representative shall draft a written statement explaining said resolution. If the grievance is not resolved, the Superintendent or his/her 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 {c}.

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### *Level Two:*

- (a) If the grievance is not settled at Level One above, the grievant may appeal to the superintendent by filing a written notice of appeal with the superintendent within five {5} days after the answer is rendered or due at Level One, stating the grounds for appeal. A copy of the appeal shall be forwarded to the immediate supervisor.
- (b) The superintendent or the superintendent's designee shall act as a hearing officer and shall schedule and hold a hearing within five {5} days after receipt of the appeal.
- (c) The decision of the hearing officer shall be forwarded to the grievant not later than five {5} days following the hearing.
- (d) Nothing herein shall preclude a representative of the OCBA from discussing the grievance with the Superintendent or his/her designee in an attempt to resolve the matter prior to the holding of a Level Two meeting.

### *Level Three*

- (a) If the grievant is not satisfied with the decision rendered at Level Two, a written appeal may be submitted to the board clerk within five {5} days after receipt of the Level Two decision. A copy of the Level Two decision shall be filed with the appeal. The written appeal shall be a specific statement of the basis for the appeal.
- (b) If appealed to Level Three, the Level Two hearing officer's decision shall appear as an agenda item for consideration at the next regular meeting of the Board of Education following the receipt of the written decision of the Level Two hearing officer. Provided the Level III grievance is received by the board clerk ten {10} days prior to the next regularly scheduled meeting of the Board of Education.
- (c) Within five {5} days of the notice of appeal each party shall furnish the other party and the board clerk copies of exhibits and a narrative statement. The narrative statement may contain a summary of relevant testimony at Level Two and/or any procedural issues to be addressed / reviewed by the Board. Only exhibits or documents admitted into evidence by the Level Two hearing officer, and a narrative statement by grievant and respondent may be submitted as documentary evidence to the Board. These documents shall constitute the record of the Level Two hearing. The Board shall receive a copy of the Level Two record prior to the Board meeting to provide adequate time for review.
- (d) The Board shall act as an appellate body and review the Level Two decision, narrative statements, and the evidence admitted at the Level Two hearing. Upon notice to both grievant and respondent, the

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Board may, upon motion and vote, receive additional written evidence. If appropriate, an executive session will be listed on the Board agenda.

(e) After consideration of the Level Two decision, the Board shall render a decision in open session to sustain, overrule, or modify the Level Two decision. The decision of the Board is final.

### Section 3: 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.

## **ARTICLE IV - DISCIPLINE AND TERMINATION**

### Section 1: Definitions

A. In accordance with 70 O.S. § 6-101.13, the term "days" used in this Article shall be calendar days as opposed to workdays of the administrator.

### Section 2: 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, or the provisions of this Agreement.
- B. Personnel files containing any information regarding disciplinary information will be kept in the District's official personnel records.

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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} 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} 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} days, a brief notation of time, date, and incident.
- 2) Written reprimand shall be issued within ten {10} 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 (b) 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 Chief Human Resources Officer 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 be 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.

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### 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 OCBA, 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 workdays following the death of a member of the immediate family shall be allowed without loss of pay for bereavement. Immediate family is defined as spouse, parent, guardian, child, brother, sister, grandparent or similar relationship established by marriage.

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 245 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. Immediate family is defined as spouse, parent, guardian, child, brother, sister, grandparent, or similar relationship established by marriage. Other cases, which seem to merit consideration, shall be referred in writing to the Chief Human Resources Officer.

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

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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 thirty dollars {30} a 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 (200) day cap. Administrators that have accumulated more than two hundred (200) 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 Chief Human Resource Officer or the immediate supervisor believes that the sick leave is not being used for the specified purpose, the Chief Human Resource Officer 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. Immediate family is defined as spouse, parent, guardian, child, brother, sister, grandparent or similar relationship established by marriage. 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 workdays for each fiscal year shall be granted to Building Administrators that are on contract for 245 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.

Approval of Vacation Dates

Instructional Leadership Directors will encourage and provide for the use of vacation time by 245-day Building Administrators during each work year. Vacation time may be utilized at the discretion of the Building Administrator with approval of the immediate supervisor. A proposed vacation schedule must be submitted in advance to the Instructional Leadership Director when it is for more than three days' duration.

Requests for vacation leave must be submitted on a request for leave form to the Instructional Leadership Director.

The maximum allowable number of vacation days that may be scheduled at any one time shall be the total number of days that an employee has accrued. Vacation days will not be scheduled in units smaller than one-half days.

Substitutes for Employees on Vacation

It is the responsibility of the Building Administrator to arrange vacations at a time when a substitute will not be required.

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

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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: 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	245 Days

Section 2: Administrative Salary

- A. New building administrators shall be placed on the appropriate salary schedule by central administrative staff.
  
- B. Movement between salary schedule levels and other salary increases shall result from annual negotiations.

Section 3: Promotional Placement

Please reference Section 9

Section 4: Insurance

- A. Beginning July 1, 2004, 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.
  
- B. Beginning July 1, 2004, 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.
  
- C. Life Insurance: The District shall provide, without cost, a fifty thousand dollars {\$50,000.00} term life insurance policy to current administrators.



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### Section 5: 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 (200) days sick leave cap.

### Section 6: 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 7: Average Daily Attendance Bonus

- A. Please reference Section 9 for the ADM Bonus.

### Section 8: Doctoral Compensation

- A. Administrators who hold a doctorate from an accredited college/university and approved by State Department of Education shall receive an additional annual stipend of five thousand five hundred dollars {\$5,500.00} payable in bi-monthly warrants.

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Section 9: Salary Schedules

Assistant Principals:

Base Salary:

Elementary Assistant Principal	\$54,500.00
Middle School Assistant Principal	\$57,500.00
High School Assistant Principal	\$62,500.00

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.

Average Daily Membership Stipend:

N/A

Principals:

Base Salary:

Elementary Principal	\$62,500.00
Middle School Principal	\$66,500.00
High School Principal	\$78,500.00

Experience Salary:

For every year of experience a Principal will receive \$700.00 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 with no maximum limit. Credit will be given for 0.5 year at \$350.00.

Average Daily Membership Stipend:

Principals will receive \$3 per student based on enrollment as of October 1 (or the next available business day.) The planned date is for the Principal to begin receiving the stipend on December 15<sup>th</sup> and for the stipend to be spread equally over the remaining pay periods for the remainder of the contract year. Beginning with the 2016-17 school year, Principals will receive \$3 per student based on the enrollment that was reported at their current site on October 1 of the previous year. The district intends to begin incorporating the stipend into the first paycheck of the fiscal year, and for the stipend to be spread equally over the remaining pay periods for the remainder of the contract year.

Extra Duty Pay from Title I Funds:

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 Board approved hourly rate for Building Administrators, \$28.00/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."

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, 2019.

Oklahoma City Building Administrators' Collective Bargaining Agreement 2018-2019A

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

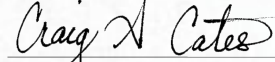
IN WITNESS WHEREOF, THE UNION AND THE BOARD HAVE SET THEIR SIGNATURES ON THE 13th  
DAY OF August, ~~2019~~, 2018



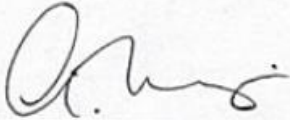
Paula Lewis, Chairperson  
Board of Education  
Oklahoma City Public Schools



Attested by:



Craig A. Cates, Board Clerk  
Oklahoma City Public Schools



Amparo Macias, Co-President  
Oklahoma City Building Administrators



Adam Jewell, Co-President  
Oklahoma City Building Administrators