ADMINISTRATOR SALARY SCHEDULE



CONTRACT

FY24 (2023-2024 School Year) FY25 (2024-2025 School Year) FY26 (2025-2026 School Year)

November 2023

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PREAMBLE

The Administrator Salary Schedule includes the terms of employment for all 1 2 administrators. The Administrator Salary Schedule is an employment agreement entered into by The School Board of Lee County and administrators who serve the 3 students of The School District of Lee County. The purpose of the Administrator 4 Salary Schedule is to promote a harmonious relationship between employees and 5 their employer, to establish equitable procedures for resolution of differences, and 6 to memorialize specified terms of employment. The Administrator Salary Schedule is 7 a living document that through unilateral presentment can be modified to ensure 8 responsiveness to the educational needs of our community without interruption to 9 educational programs. The School District of Lee County prides itself on the positive 10 relationship that has been built with all employees and seeks to continue this positive 11 relationship through open, honest, and regular communication. 12

DEFINITIONS

- **(1) EMPLOYEE:** The term "employee" shall refer only to employees covered by these terms of employment.
 - **(a) Regular Employee:** Employees directly employed by the District to fill a position that is expected to last more than one year.
 - **(b) Casual Employee:** Employees hired by the District to fill a short-term assignment, in order to meet a need that is related to the completion of a specific project or to address a peak workload, including employees hired for intermittent (irregular) or seasonal (recurring annually) work schedules.

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(2) BOARD: The School Board of Lee County, Florida or its duly authorized representative(s).

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(3) SUPERINTENDENT: The Superintendent of Schools for Lee County, Florida, or their designated representative(s).

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16 **(4) SUPERVISOR:** Superintendent or their designee; designated administrator.

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(5) DAYS: All references in these terms of employment to days shall refer to calendar days except when specified otherwise.

- (6) WORKPLACE: "Workplace" is defined as the site for the performance of work done
 in connection with the duties of an employee of The School District of Lee County.
 That term includes any place where the work of the School District is performed,
 including a school building or other school premises; any school-owned vehicle or
 any other school-approved vehicle used to transport students to and from school or
 school activities; and off school property during any school-sponsored or school approved activity, event or function (such as a field trip, workshop, or athletic event).
- 28 The workplace does not include duty-free time at conventions or workshops at which
- 29 students are not present.

ARTICLE 1 – PARTIES

- 1.01 These terms of employment are unilaterally presented by the School Board of
- 2 Lee County, also referred to as the District, and contains the terms of employment
- 3 for all full-time or part-time administrators employed by The School District of Lee
- 4 County, Florida, unless otherwise stated herein.

ARTICLE 2 – RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

2.01 - EMPLOYEES

(1) Non-Discrimination: The Articles of these terms of employment shall apply to all employees without regard to race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, pregnancy, political affiliation, age, creed, gender identity or expression, disability if otherwise qualified, or any other unlawful factor.

(2) Duty to Self-Report: Each employee shall self-report to the District's Department of Professional Standards and Equity, within two business days, any arrests and/or charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt. In addition, each employee shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere (No Contest) for any criminal offense other than a minor traffic violation within two business days after the final judgment. Employees, who regularly or incidentally operate District vehicles shall, as soon as they become aware, notify their supervisor of any moving violation, suspension or revocation of their driver's license. Failure to comply with any article may be cause for appropriate disciplinary action, up to and including termination.

(3) Personal Freedom: The District will respect the rights of employees and allow the free expression of political preference, including the support of candidates for office, provided such activities take place on an employee's personal time away from District premises, do not directly impede the District's ability to provide services to students, and do not violate any local, state, or federal laws.

 (4) Academic Freedom: In accordance with Florida Statute and School Board Policy, the District will respect the rights of employees related to academic freedom, which the parties agree is a cornerstone of scholarly inquiry. The District is committed to high academic standards for all students and will work to support the autonomy of educational professionals in the delivery of instruction.

2.02 – MANAGEMENT: The Board hereby retains and reserves to itself, the Superintendent and appropriate supervisors the right to unilaterally determine its purposes, set standards of services, and exercise control and discretion over its organization and operations.

ARTICLE 3 – (BLANK)

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ARTICLE 4 – (BLANK)

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ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 - STATUS AND REAPPOINTMENT

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(1) Regular Employees: Regular employees serve a probationary period and are eligible for promotion, reassignment, or transfers to other positions, provided they meet the requirements stated in the appropriate contract or salary schedule. Regular employees are compensated according to the appropriate salary schedule and are entitled to benefits, provided they meet all requirements for eligibility.

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- (a) **Probationary Contract:** All regular employees shall have probationary contract status for a period of twelve (12) months from their date of initial employment. Employees with probationary contract status may be terminated at any time without cause.
- (b) Annual Contract: Employees who are recommended for reappointment shall have annual contract status until the completion of the fiscal year. Employees with annual contract status may be terminated at the end of the fiscal year without cause.
- (c) Reappointment Recommendation: Administrators are encouraged to recommend the reappointment of employees with probationary contract or annual contract status who have demonstrated positive performance. Evidence of positive performance may include, but is not limited to:
 - **Professional Development:** of (1) Completion appropriate professional development.
 - (2) Certification/Licensure: Obtaining or maintaining professional certification or licensure.
 - (3) Experience: Years of District service or years of related work experience.
 - (4) Participation: As measured by positive attendance, responsiveness to the school community, or participation in programs that encourage student achievement and contribute to staff or student morale.
 - (5) Mentoring: Participation in programs involving the formal mentoring of other employees.
 - (6) Performance: As measured by positive student performance data, a history of positive final performance evaluations, or the absence of disciplinary documentation.
- (d) Non-Reappointment Recommendation Non-Reviewable: The District will not review recommendations for non-reappointment of employees on the Administrator Salary Schedule.

| 5.02 - SENIORITY: Seniority is based upon length of service to the District as a regular |
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| employee and will be measured in non-consecutive years and months. Any tie in |
| seniority shall be decided at the discretion of the District |

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5.03 – TRANSFER: In accordance with School Board Policy, employees may be transferred in response to financial needs, student needs, employee discipline, resolution of workplace civility concerns, and conflicts of interests.

(1) Voluntary: Employees may request a voluntary transfer by applying for a vacant position at another worksite.

(2) Involuntary: If possible, transfers shall be made on a voluntary basis. Employees may be involuntarily transferred in order to ensure the correct and proper operation of the District.

(a) **Process:** No involuntary transfer will be made without the immediate supervisor meeting with the employee first. The immediate supervisor shall provide the employee with the rationale for the involuntary transfer and shall offer the employee the opportunity to request support and assistance. Requests for support and assistance shall be responded to in a timely manner. Immediate supervisors will make every effort to approve reasonable requests for support and assistance. Involuntary transfers will occur prior to the start of the pre-school week or start of the second semester, if possible. All requests and responses shall be made in writing or memorialized by the immediate supervisor and shared with the employee.

(b) Employee Refusal: If an employee refuses to accept an involuntary transfer, the refusal shall constitute a resignation by the employee.

(3) Reassignment: A reassignment of duties at the same worksite is not a transfer

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5.05 - ASSIGNMENT OF DUTIES

- **(1) Job Description:** It is essential for individual accountability that all employees are fully aware of the duties and responsibilities of their position. Therefore, the District will adopt, review, revise, and delete job descriptions for bargaining unit positions. Job descriptions shall be brief, factual, and generically descriptive. All approved job descriptions will be posted on the District website.
 - (a) Review: The District will review job descriptions regularly to ensure they

- accurately reflect expectations for the position. Human Resources may provide the Association with draft copies of job descriptions in order to seek input from employees. An employee or immediate supervisor may recommend Human Resources review of a job description.
 - **(b) Immediate Supervisor Directives:** Nothing in a job description shall be construed to provide an employee the right to refuse to follow directions given by their immediate supervisor.
 - **(c) Instructional Supplements:** Assigned duties associated with Instructional Supplement positions will not conflict with an employee's primary job duties, work schedule, or hours.

(2) Assigned Duties:

(a) Tentatively Assigned Duties: Prior to the last day of school for students, each employee shall be given a tentative assignment for the following school year. Tentative assignments shall be given in writing and include information such as school or worksite, grade level, department, course code and course title, and any other relevant information to ensure the employee has the opportunity to prepare themselves for the successful completion of assigned duties.

(b) Changes in Assigned Duties:

- (1) Process: An employee may request a change in assigned duties. No change in assigned duties will be made without the immediate supervisor meeting with the employee first. The immediate supervisor shall provide the employee with the rationale for a change in assignment and shall offer the employee the opportunity to request support and assistance. Requests for support and assistance shall be responded to in a timely manner. Immediate supervisors will make every effort to approve reasonable requests for support and assistance. Immediate supervisors should make changes prior to the start of the pre-school week or start of the second semester, if possible. All requests and responses shall be made in writing or memorialized by the immediate supervisor and shared with the employee.
- **(2) Temporary Reassignment:** If an employee is assigned to perform all the essential functions and assigned duties of a position with a higher regular rate of pay, the employee shall be paid at the higher rate. Temporary reassignment to address a vacant position will be limited to a duration of no more than six (6) months without written approval of the Superintendent.
- (c) Mileage: If an employee's assigned duties require the employee to leave

- their primary work site on District business using their personal vehicle, the District shall reimburse the employee for actual mileage and provide liability insurance coverage as provided by the District's self-insurance plan. No employee shall be required to use their personal vehicle for District business.
- **(d) Temporary Duty:** An employee may make a written request for temporary duty, consistent with Article 12. Immediate supervisors may assign Temporary Duty and will ensure that all employees are given equitable opportunities for job-related training.
- **(e) New Assignments:** New assignments shall be advertised to employees at the location first, before being advertised to internal or external applicants.
- **(3) Substitute Employees:** Substitute employees support the efficient operation of the District by supporting workforce morale and success. If no substitute is used while an employee is absent, the absent employees' duties will not be assigned to other employees unless they are reasonably related to that employee's regularly assigned duties based upon their job description.
- **(4) Internship Programs:** Internship programs support the efficient operation of the District by providing advancement opportunities for current employees and supporting workforce success. Current employees who serve as interns and who are not promoted at the end of their internship shall be returned to a position comparable to the position they held prior to serving as an intern.
- **(5) Subcontractors:** Subcontractors support the efficient operation of the District by supporting workforce morale and success. The District agrees to utilize subcontractors only for a specific need or in case of an emergency.

5.06 - EMPLOYMENT OPPORTUNITIES

- **(1) Advertising Vacancies:** A list of career opportunities shall be posted on the District website for a minimum of five (5) consecutive workdays prior to filling a vacant position.
- **(2) Filling Vacancies:** If a vacant position exists, the applicant whose qualifications, seniority, work experience, and interview responses are superior shall be offered the position.
- (3) Internal Applicants:

(a) First Consideration: Current employees of the District who apply for a

vacant position shall be given first consideration prior to external applicants.

(b) Notice: Current employees of the District who apply for a vacant position shall receive timely notice of the immediate supervisor's hiring decision. If an internal applicant is not selected to fill a vacant position, they may submit a written request to meet with the immediate supervisor to discuss their application and to receive constructive feedback on how to improve the employee's chances for selection in the future.

(4) Summer School Vacancies: Vacant positions for summer school and summer programs will be posted and filled in accordance with Article 5.06 and the Summer School Handbook.

(5) School-based Administrators: The District will follow the Leadership Talent Acquisition and Development (LTAD) Manual for employment opportunities for school-based administrator positions.

5.07 – AMERICANS WITH DISABILITIES ACT: Any employee that believes that they have a disability under the ADA may apply for a reasonable accommodation if the employee deems such an accommodation necessary. The request will be reviewed pursuant to the District's ADA review process. The decision and/or outcome of the employee's application or request shall not be the subject of any grievance process, but may be appealed pursuant to the District's ADA review process. Information about the ADA, ADA accommodation request forms, and ADA medical certification forms are posted on the District's website.

5.08 - WORKER'S COMPENSATION

(1) Limited Duty: Employees who have experienced a worker's compensation injury and who have been evaluated and released by an approved physician as physically able to return to work with specific limitations, will return to their job site upon written authorization by the Insurance and Benefits Management. Specific work limitation will be forwarded to the employee's supervisor from the treating physician. The employee will remain in their job site, performing appropriate duties as identified by their supervisor for a period of time agreed to by the employee and the designated administrator. The employee will be evaluated by the physician as necessary based on the course of treatment and, if not released for full duty, will be returned for limited duty for a work period agreed to by the employee and the designated administrator. At the completion of the second work period, if the employee is not able to return to a full duty status, the employee will be evaluated

by the physician, principal/supervisor and the Insurance and Benefits Management to determine the employee's status. Alternatives such as returning to worker's compensation off-duty status, continuation of limited duty assignments, alternate duty assignments, and/or other assignments will be reviewed with the employee.

5.09 – VETERAN'S PREFERENCE: Veteran's Preference shall be granted in accordance with applicable state and federal laws. Nothing herein shall be construed to expand any Veteran's Preference beyond the limits of applicable state and federal law.

5.10 - PERSONNEL FILE

(1) Inspection: Each employee has the right to review their personnel file. Review will take place before or after the employee's workday or during their duty-free lunch, unless the employee is on leave or in the presence of the person responsible for the safekeeping of the personnel files. Employees may make a public records request for their personnel file.

(2) Response: Each employee has the right to comment in writing concerning any materials in their personnel record.

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 5.12 – RESIGNATION AND RETIREMENT: In accordance with School Board Policy (Resignation), employees shall be required to submit their resignation in writing, addressed to the Superintendent, to their Immediate Supervisor or Human Resources stating the reason for the resignation, and the desired effective date. Employees are required to provide two-week notice of their resignation or retirement in order to avoid the disruption of the educational environment. Consideration will be given in situations where an employee's resignation is related to illness, injury, or death of the employee, a family member, or close relative.

(1) Reporting: Immediate Supervisors must report the resignation or retirement of an employee to Human Resources at least five (5) days prior to the employee's last day of employment. Employees who fail to report to work for three (3) consecutive days without communicating with their immediate supervisor may be subject to disciplinary action up to and including termination. Immediate Supervisors must report suspected cases of job abandonment after no less than ten (10) consecutive days of an employee's absence. Immediate Supervisors must submit a resignation

letter and Personnel Action Form (PAF) or job abandonment letter and PAF in order for a report to be sufficient.

(2) Rescission: Only the Superintendent may grant an employee's request to rescind their resignation. If the Superintendent denies an employee's request to rescind their resignation, the resignation will be effective on the employee's desired effective date.

(3) Retention: Human Resources will work with employees to support retention. Employees are encouraged to review Career Opportunities prior to resigning. Limited opportunities for transfer may exist, however employees may request to meet with Recruitment to discuss potential Career Opportunities. Employees are also encouraged to make use of Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA) requests process, if applicable.

(4) Rehire: Employees who do not provide two-week notice may be placed on a "do not hire" list and will not be eligible for rehire by the District for a period of no less than one (1) year. Employees who resign during the pendency of a disciplinary investigation or who abandon their position will not be eligible for rehire. Employees who owe the District money at the time of their resignation will not be eligible for rehire until they have arranged for repayment of any overpayments or they have received a written release from the District.

(5) Reference: Employees who do not provide two-week notice may have this information provided to a future employer as part of a reference check.

(6) Exit Meeting: Employees may request an Exit Meeting with the direct supervisor of their Immediate Supervisor. If such a request is not granted, the employee may communicate this to Human Resources and alternative arrangements will be made.

(7) Exit Survey: Employees will receive an electronic exit survey, which is anonymous and does not require the disclosure of identifying information beyond proof of employment. Exit surveys will be sent to employees automatically and may be sent to an employee's personal email address, if requested.

(8) Forwarding Address: Employees are encouraged to provide the District with updated contact information, including a forwarding address, if appropriate. This information is requested to ensure the timely resolution of incidents related to resignation and retirement, including updates to contact information for benefits administered by third-party vendors.

- (9) Final Paycheck and Terminal Pay: The District will issue employees a final paycheck, including eligible terminal pay, as soon after the employee's resignation/retirement as possible. Terminal pay will be issued in accordance with Article 12.05(8). Employees will be notified of the need for any paycheck adjustments
- 6 prior to the issuance of a final paycheck.

ARTICLE 6 – WORKING CONDITIONS

6.01 - PHYSICAL FACILITIES

(1) Safe and Secure Conditions: Adequate, clean, safe and sanitary working conditions shall be provided for all employees. No employee shall be required to work in conditions that are not safe or secure or perform tasks which endanger health and safety. The site supervisor or principal shall, in consultation with the Safety & Security Department whenever possible, make an initial determination as to whether an unsafe working condition exists.

(2) Reporting Unsafe Conditions: An employee who becomes aware of an unsafe or dangerous working condition shall immediately report the situation to the site administrator. A Safety/Security Deficiency Form shall be provided to employees either in an electronic file or by hardcopy, for reporting purposes and shall be located in an easy to find location on the District website. The supervisor shall investigate the report and initiate whatever corrective action they deem appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, they may report it to the School or Site Safety/Security Committee in writing on the Safety/Security Deficiency Form. All hard copies of the Safety/Security Deficiency Form shall be directed to the Safety & Security Department and a copy of the report shall be maintained by the site administrator.

(3) Safety/Security Equipment: The District will determine proper and necessary safety and security equipment and devices for employees. An employee who fails to use safety or security equipment as directed may be subject to discipline.

6.02 - PROTECTION OF PERSON

(1) Injury: The Board assures employees of its support when employees have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility. An employee involved in injury shall immediately report same to the supervisor and thereafter make such written reports as necessary to comply with Board policy.

(2) Workplace Civility: Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or commit any act of any type that is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing

against any person in the workplace.

(3) Harassment or Discrimination: The District is committed to ensuring equity in school programs and employment practices. The District prohibits harassment and discrimination as provided in Florida Statute 100.05 and School Board Policy. Employees who feel they have been harassed or discriminated against are encouraged to submit a complaint in accordance with board policy.

(4) Nursing Mothers: Protections shall be granted to nursing mothers in accordance with applicable state and federal laws, including Section 7 of the Fair Labor Standards Act. Nursing mothers will be provided with reasonable break time to express breast milk for one year after a child's birth. The District will provide a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public, which may be used by an employee to express breastmilk. Employees must keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. Nursing mothers who feel they have been denied appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the limits of applicable state and federal law.

(5) Domestic or Sexual Violence: Protections shall be granted to employees who are victims of domestic or sexual violence in accordance with Florida Statute 743.313. Employees will be provided with leave in accordance with Article 12. The District will ensure that related public records exemptions are provided, may refer reported cases to the appropriate Threat Assessment Team for review, and will allow employees to request a temporary transfer or reassignment. Employees must keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. Employees who feel they have been denied appropriate accommodations are encouraged to contact Human Resources. Nothing herein shall be construed to expand these protections beyond the limits of applicable state and federal law.

6.03 - PROTECTION OF PERSONAL PROPERTY: The Board shall reimburse employees for loss or damage to personal property that occurs during the discharge of assigned duties provided the employee timely submits the appropriate documentation to Insurance & Benefits Management and the loss or damage qualifies under the District's Property/Casualty Loss Program guidelines. The District reserves the right to establish a maximum reimbursement amount.

- 1 **6.04 ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall
- 2 possess, consume, or sell alcoholic beverages or manufacture, distribute, dispense,
- possess, or use on the job or in the workplace, any narcotic, drug, amphetamine,
- 4 barbiturate, marijuana or any other controlled substance, as defined in the
- 5 Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at
- 6 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.

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(1) **Notice of Arrest:** As a condition of employment, each employee shall abide by the terms of this article and notify the appropriate director, principal, or supervisor of any criminal drug statute conviction for a violation occurring on the premises of the District, at the workplace, or during the conduct of any official activity related to the District no later than five (5) days after conviction.

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(2) Notice of Conviction: The District shall take one or more of the following actions within thirty (30) days of receiving such notice, with respect to any employee who is so convicted:

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(a) Program Participation: Require such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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(b) Failure to Participate: If the employee fails to participate satisfactorily in a drug abuse assistance ore rehabilitation program, the District will recommend non-reappointment, suspend, or terminate the employee

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(c) Other Personnel Action: Take other appropriate personnel action up to and including termination.

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(3) Alcohol, Tobacco, or Drug Testing: All alcohol, tobacco, or drug testing shall be conducted in accordance with District policy and procedures.

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(a) Mandatory: Safety sensitive positions, including those defined by the US Department of Transportation standards, may be required to submit to alcohol, tobacco, or drug testing on a random basis.

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(b) Reasonable Suspicion: No employee shall be required to submit to drug or alcohol testing without reasonable suspicion, except as otherwise required by law, Board policy, or these terms of employment. All drug and alcohol testing shall be conducted in accordance with District policy and procedures for drug and alcohol testing.

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- (4) Exemptions:
 - (a) Prescription Drugs: If performing assigned duties that require the

dispensation of prescribed drugs, employees are exempt from the requirements of this article while performing those assigned duties. Employees who have been prescribed drugs are exempt from the requirements of this article, if the prescription drugs are appropriately labelled and stored in a secure area that prevents students or others from accessing them.

(b) Confiscation: If performing assigned duties that require the confiscation of alcoholic, tobacco, or drugs, employees are exempt from the requirements of this article while performing those assigned duties. If performing assigned duties that require the confiscation of alcoholic, tobacco, or drugs, employees must follow appropriate guidelines for maintaining and documenting chain of custody and surrendering possession to the appropriate law enforcement agency. Guidelines for confiscation apply to alcohol, tobacco, or drug related equipment and paraphernalia.

(5) Employee Assistance Program: Employee assistance will be available through Human Resources and the Employee Assistance Program (EAP).

(6) Last Chance Agreement: A first-time Alcohol, Tobacco, and Drug-Free Workplace violation will result in an offer of a Last Chance Agreement (LCA) to the employee, a letter of reprimand (LOR), and/or mandatory referral to EAP, except in cases where aggravating factors exist. Aggravating factors may include any conduct that would be independent grounds for disciplinary action.

6.05 – DRESS CODE: In order to model appropriate behavior for students, employees are expected to present themselves in a professional manner at all times, in terms of dress and appearance. Employee dress and appearance shall not disrupt the educational environment or worksite.

ARTICLE 7 – WORK SCHEDULE

7.01 - WORK DAY: It is the mutual interest of the parties to standardize the hours of
 employees, where practicable.

(1) Recording Hours: Each work site will establish an accurate method to document employee work time and attendance. The supervisor of the work site will notify employees of the method and procedure for documenting work time and attendance.

7.02 – WORK WEEK: The work week shall be from Saturday 12:01 a.m. to Friday 12:00 midnight.

7.03 – WORK YEAR: The standard work year shall be listed by position in the salary schedule.

7.04 - CHANGES IN SCHEDULE:

(1) **Permanent:** If it is necessary to permanently change the schedule of employees in a job classification at a work site, employees will be given advance notice when practical.

(2) Temporary: If it is necessary to temporarily change the schedule of employees in a job classification at a work site, employees will be given advance notice when practical.

 (3) Emergency Schedule Change: In the event of an emergency or other unusual circumstance as determined by the principal or immediate supervisor, an employee's work schedule may be temporarily changed. In situations affecting more than one worksite or department or more than approximately fifty (50) employees, the District will notify employees of the change in schedule as far in advance as possible. However, undue hardship on an employee will be dealt with on a case-by-case basis.

(4) Make-Up Due to Suspended Operations or Declared Emergency: If possible, employees will be notified prior to the beginning of the workday when it is necessary to close schools as a result of a hurricane or other declared emergency. Failure to make up missed time during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck for time missed. If an employee terminates

employment prior to the end of the work year, pay will be deducted from their final paycheck. The District will prepare a schedule for make-up of missed days to be provided to employees as soon as possible following a return to work. The District reserves the right to waive make-up time.

7.05 – HOLIDAYS: All full-time, regular employees shall receive the following paid holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Good Friday, and Memorial Day. Employees who work twelve (12) months per year shall receive six consecutive workdays' winter vacation. Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid for holidays that occur during their work year. Employees who work less than twelve (12) months shall receive the following paid holidays: Labor Day, Thanksgiving (Thursday and Friday), Presidents' Day, Good Friday, and Memorial Day.

7.06 – VACATION: All employees working a twelve-month schedule are eligible for vacation time.

(1) Accrual:

| Years | Accrual (per month) | Accrual (per year) |
|-------------------|---------------------|--------------------|
| Less than 5 Years | 1.00 day | 12.00 days |
| 5 to 9 Years | 1.25 days | 15.00 days |
| 10 or More Years | 1.50 days | 18.00 days |

ARTICLE 8 – PERFORMANCE EVALUATION

8.01 - NOTICE: The District believes that a highly engaged workforce is dependent upon timely and meaningful feedback on employee performance. In order to ensure meaningful feedback is provided, employees will have input into the development of the performance evaluation instrument. All regular employees will receive a formal performance evaluation at least once during each fiscal year. Immediate supervisors will provide employees notice of the procedures used for performance evaluation prior to the end of the first quarter for students.

(1) Immediate Supervisor: Performance Evaluations must be completed by an immediate supervisor with working knowledge of the employee's assigned duties, performance standards for the employee's position, and direct knowledge of the employee's performance for a period of no less than thirty (30) consecutive days. Employees must receive written notice of the immediate supervisor responsible for completing their performance evaluation prior to the end of the first quarter for students and of any change in immediate supervisor from that point forward.

(2) Confidentiality: In accordance with Florida Statute 1012.31, performance evaluations are confidential and are not subject to public records requests for one school year after their completion. Performance Evaluation related conferences must be conducted privately and Immediate Supervisors must protect the confidentiality of performance evaluation related documentation as sensitive employment information. Only the employee, the immediate supervisor, and other District staff with a legitimate business interest may inspect an employee's performance evaluation.

(3) Procedure:

(a) Walk-throughs and Observations: Immediate Supervisors may conduct walk-throughs or observations of an employee's performance of assigned duties without the need for formal documentation. If formally documented, the employee shall be provided a copy of documentation.

(b) Manager's Rating: Immediate Supervisors must provide employees with copies of all documentation no less than ten (10) days prior to submitting a Manager's Rating for the employee to review. Supporting documentation or evidence must be provided for an evaluation rating of Needs Improvement/Developing or Unsatisfactory.

(c) Employee Comment: If the employee disagrees with the performance assessment, they may submit comments on the performance assessment.

- **(d) Employee Acknowledgement:** After discussion of the performance assessment, the employee shall acknowledge the performance assessment, indicating that they have been shown the report and that it has been discussed with them by the assessor.
- **(e) Final Performance Evaluation and Recommended Reappointment Status:** If an investigation into allegations of misconduct may produce evidence of poor performance and is not expected to be completed until after May 10, the immediate supervisor must notify the employee of the pendency of the investigation by May 10. If an investigation into allegations of misconduct is initiated on or after May 10, the employee must be notified upon the opening of a site or district-based investigation. Evidence obtained after May 10 may be grounds for reconsideration of the Manager's Rating or the Immediate Supervisor's recommended reappointment status. Employees must be notified of changes made to performance evaluations or recommended reappointment status prior to the end of the fiscal year and provided the opportunity to review, respond to, and acknowledge receipt of the change.

8.02 - EVIDENCE: Immediate supervisors are responsible for providing employees with evidence to support performance evaluation ratings of less than effective. If an evaluation includes a "Needs Improvement/Developing" or "Unsatisfactory" rating or a comment regarding less than effective performance, the supervisor must provide evidence that the employee has been counseled prior to the evaluation in the area

evidence that the employee has been counseled prior to the evaluation in the area receiving the less than effective rating or has been counseled in the same

performance area of the stated comment.

8.03 - ASSISTANCE: In order to support the retention of a highly skilled and engaged workforce, the District will provide employees with support in the attainment of Highly Effective ratings. Immediate Supervisors may support employees by aiding in the development of an individualized performance plan, providing job embedded training opportunities, or by responding to other requests for assistance that an Immediate Supervisor determines can be reasonably provided.

8.04 – TIMELINE:

(1) Final Performance Evaluation: Final Performance Evaluation ratings shall be made by no later than June 20. Each employee shall be given a copy of their performance evaluation within ten (10) calendar days after completion, but not later than June 20. Additional performance assessments completed after June 20 will be given to each employee within ten (10) calendar days after completion. Evaluations

may be submitted earlier, provided the Immediate Supervisor has provided the employee with their recommended reappointment status and allowed them the opportunity to request a Post Evaluation Conference.

(2) Recommended Reappointment Status: Employees with Probationary Contract status or Annual Contract status must be notified of their recommended reappointment status by no later than May 10. Recommended reappointment status may be provided to an employee earlier.

ARTICLE 9 – DISCIPLINARY PROCEDURES

9.01 – PROCEDURE: All employee investigations shall be conducted in a fair and objective manner. Materials and information regarding the investigation shall be relevant to the subject of the investigation and reasonable in scope. Material and information shall remain confidential until the conclusion of the investigation and appropriate notice is provided to the employee that is the subject of the investigation.

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(1) Site-Based Investigation: Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the designated administrator. During the investigation, the District may temporarily reassign the employee. The employee shall be provided an opportunity to be heard regarding all allegations at a meeting with the designated administrator.

(2) District-Based Investigation: Professional Standards & Equity may initiate an investigation at the request of the designated administrator or Superintendent in response to allegations of employee misconduct or unsatisfactory job performance that may result in suspension without pay or termination of employment. During the investigation the District may temporarily reassign the employee.

(3) Administrative Reassignment or Suspension: In accordance with Florida Statute 1012.769, if an allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately suspend the employee from regularly assigned duties, with pay, and reassign the employee to a position that does not require direct contact with students. Employees may be suspended or reassigned pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a student. Suspension or reassignment pending the outcome of an investigation shall continue until an outcome has been rendered by the District and shall not be subject to any grievance procedure.

(4) Right to Representation: If an employee has a reasonable belief that discipline or adverse consequences may result from a meeting with management, the employee has the right to request representation from their choice of the following: the employee's attorney or a co-worker that is subject to these terms of employment. Management is not required to inform an employee of this right. It is the employee's responsibility to know their rights and to request representation, if they desire representation.

(5) Pre-Determination Hearing: Employees will be given at least two days written notice, whenever possible, of a pre-determination hearing. Employees shall have the right to representation and the employee may present relevant information in their defense. Allegations will be reviewed at the pre-determination hearing and the employee will be provided an opportunity to respond. After all information has been considered, a disciplinary outcome will be rendered.

(6) Progressive Discipline: Disciplinary action shall be progressive in nature, when appropriate, and may include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement, suspension, termination, reassignment, retraining, or other assistance.

(7) Probationary Period: A new period of probation shall not be used as a form of disciplinary action for an employee who has previously completed their probationary period.

(8) Use of Technology: Email, audio and video recordings, cell phones, and other forms of technology are common in the workplace and may be used in the course of an investigation. The initial review of security camera footage or other technology for the purpose of monitoring employee performance shall be conducted by the site-based or school-based administrator and shall remain confidential during the pendency of an investigation. All records will be provided to the employee as soon as technologically feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation of employee misconduct, the employee will have the opportunity to inspect it prior to and/or during a pre-determination hearing.

 9.02 – OUTCOME: Any disciplinary action taken while performing regularly assigned duties or supplemental contract duties shall be only for just cause, as defined by Florida Statute 1012.33. Employees with Annual Contract status who are recommended for non-reappointment are not entitled to an appeal.

(1) No Finding: If an investigation results in no finding of just cause, written documentation of no finding will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause is a non-disciplinary outcome and shall not be place in the employee's personnel file.

(2) Letter of Guidance: If an investigation results in no finding of just cause, a Letter of Guidance may be issued and will placed in the investigative file and a copy will be provided to the employee. A Letter of Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct, which are

unsubstantiated but could negatively impact an employee's professional standing. A Letter of Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed in the employee's personnel file.

(3) Administrative Notes: Administrative Notes are any documentation of a meeting that may result in disciplinary action, including but not limited to an administrator's notes regarding a verbal warning.

(4) Conference Summary: A Conference Summary is a site-based or school-based disciplinary document. Any Conference Summary shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference Summary will be provided to the employee and a copy will be placed in the employee's personnel file indicating the employee refused to sign. Employees have the opportunity to submit a written response, which will be attached to the Conference Summary.

(5) Written Reprimand: A Written Reprimand is disciplinary documentation that is placed in an employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Written Reprimand will be provided to the employee and a copy will be placed in the employee's personnel file indicating that the employee refused to sign. Employees have the opportunity to submit a written response, which will be placed in the employee's personnel file.

(6) Last Chance Agreement: Last Chance Agreements shall be specific in nature and when appropriate a duration will be specified.

(7) Suspension: The process for suspension without pay shall be governed by School Board Policy.

(8) Termination: The process for termination shall be governed by School Board Policy. Employees will receive written notice of a recommendation for termination, which will include the reason for the recommendation. Employees shall be entitled to a hearing before the Board.

ARTICLE 10 - COMPENSATION

10.01 – EXPERIENCE CREDIT: Effective July 1, 2022, experience credit shall be determined as specified below. Documentation provided to Human Resources within 120 days of the employee's first day of employment will result in experience credit being awarded retroactive to the employee's first day of employment. Failure to provide such documentation within 120 days of the employee's first day of employment will result in experience credit being granted from the date of submission of the documentation. No experience credit shall be given for documentation submitted more than two years from the employee's first day of employment.

(1) Starting Compensation:

- **(a) Market Rate:** Experience credit does not apply to positions on the Market Rate Salary Schedule.
- **(b) Grade/Step:** The first step of each pay grade shall be considered the minimum base salary for administrators.

(2) Change in Position: If an employee changes positions, the employee may be eligible to receive additional experience credit for verified work experience up to the maximum amount of experience credit allowed for initial employment.

(a) Grade/Step to Market Rate: Employees who are on the Grade/Step Salary Schedule that are hired into positions on the Market Rate Salary Schedule will be paid at the Market Rate.

(b) Market Rate to Grade/Step: Employees who are on the Market Rate

Salary Schedule that are hired into positions on the Grade/Step Salary Schedule will be paid based upon verified work experience or their last step on record with the District, whichever is greater.

(c) Market Rate to Market Rate: Employees who are on the Market Rate Salary Schedule that are hired into a different position on the Market Rate Salary Schedule will be paid at the Market Rate.

(d) Grade/Step to Grade/Step: Employees who are on the Grade/Step Salary Schedule that are hired into a different position on the Grade/Step Salary Schedule will be paid at their last step on record with the District.

(e) Promotions and Demotions: If an employee is promoted to a higher pay grade, the employee may be placed on the step paid in the prior classification. If an employee is demoted to a lower pay grade, the employee may be placed on the step in the prior classification. If an employee is promoted, the

employee is eligible to receive additional verified work experience credit up to the maximum entry-level credit allowed for initial employment.

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(3) Return to Rate of Pay: If an employee terminates their employment and is rehired by the District within one (1) year from the date of termination, they may be eligible for a return to rate of pay.

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(a) Market Rate Salary Schedule:

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- (1) Same Position: If an employee terminates their employment and is rehired by the District into the same position within one (1) year from the date of termination and the position is on the Market Rate Salary Schedule, the employee will be paid their base rate of pay (hourly rate) at the time of termination or the Market Rate, whichever is greater.
- (2) Different Position: If an employee terminates their employment and is rehired by the District into a different position within one calendar year from the date of termination and the position is on the Market Rate Salary Schedule, the employee will be paid the Market Rate.
- (b) Grade/Step Salary Schedule: If an employee terminates their employment and is rehired by the District into a position on the Grade/Step Salary Schedule, the employee will be paid based upon verified work experience or their last step on record with the District, whichever is greater.
- (4) Internal Candidates: Experience credit shall be granted for each year of instructional experience. Experience credit shall be granted for each year of management or supervisory experience or related professional experience. Experience credit shall be granted for a total of no more than ten (10) years and each year shall count for one step.
- (5) External Candidates: Experience credit shall be granted for each year of administrator experience. Experience credit shall be granted for each year of management or supervisory experience. Experience credit shall be granted for a total of no more than ten (10) years and each year shall count for one step.
- (6) Areas of Critical Need: The Superintendent has the authority to grant additional experience credit for determining step placement in areas of critical need.
- **10.02– SALARY SCHEDULES:** All positions that are part of these terms of employment will be included in an appendix with only active positions listed. Regular updates may be made to ensure the accuracy of salary schedule information. Changes in work

year and compensation must be Board approved.

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(1) **Controlling Document:** Employees shall be paid in accordance with the appropriate salary schedule. In the event of a discrepancy between the salary schedule and these terms of employment, the articles of these terms of employment shall prevail.

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(2) Administrator Salary Schedule:

(a) Contract: Employees with "contract" status will be bound by the terms of their individual contracts and are referenced in this agreement for record keeping purposes only.

(b) Executive Level Positions: Deputy Superintendent, Chief, and Executive Director positions are at Pay Grade M, signifying that they are based upon the market rate in effect as June 1, 2023. The salary range for executive level positions are based upon a review of data from the Economic Research Institute (ERI), which utilizes data from the United States Department of Labor (US DOL), and the Florida Department of Education (FL DOE), which uses survey data, to benchmark salaries based upon comparable Florida public school districts. Effective July 1, 2019, executive positions are not eligible for Advanced Degree supplements or retention of performance pay earned prior to the adoption of this salary schedule. Base salary for executive positions will be contingent upon Superintendent recommendation and will take into consideration the following: experience, certification and licensure, past performance, participation in professional associations and activities that support the school community, scope and scale of responsibility, and critical need. Base salary for executive positions shall be reviewed annually and employees in these positions will receive no less than the minimum and no greater than the maximum for their position.

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| | MIN | MID | MAX |
|---------------------------|-----------|-----------|-----------|
| Deputy Superintendent | \$189,000 | \$205,200 | \$221,400 |
| Chief | \$165,240 | \$190,620 | \$216,000 |
| Executive Director | \$141,048 | \$162,324 | \$183,600 |

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(3) Differential Pay:

(a) Turnaround School Supplement: A supplement of \$10,000.00 is available for all administrators assigned to Fort Myers Middle Academy, Franklin Park Elementary, Tice Elementary, East Lee County High, Colonial Elementary, Edgewood Academy, G. Weaver Hipps Elementary, Manatee Elementary, and

- Island Coast High for FY24 (2023-2024school year). Payment will be spread evenly through the course of the fiscal year. Assignment at a Turnaround School is considered meeting a critical need.
- **(b) Transition School Supplement:** A supplement of \$5,000.00 is available for all administrators assigned to, Ray V. Pottorf Elementary, James Stephens Elementary, Mirror Lakes Elementary, Orange River Elementary, and Sunshine Elementary for FY24 (2023-2024 school year). Payment will be spread evenly through the course of the fiscal year. Assignment at a Transition School is considered meeting a critical need.
- **(c) Academic Tier:** The District is reviewing interests and options related to the adoption of a supplement based upon academic tier. Updated school tiers will be published on the District website at the start of each semester.

(d) Critical Need (Schools):

- (1) Assignment and Reappointment: Assignment at a Turnaround School or Transition School will be considered meeting a critical need. Any Administrator at a Turnaround School or Transition School who receives a Needs Improvement or Unsatisfactory performance evaluation rating will not be reappointed to serve at a Turnaround School or Transition School.
- (2) Superintendent Selection: School-based administrators appointed by the Superintendent to serve at a school where there is a critical need, as defined by the Administrator Salary Schedule or the Superintendent, shall be eligible to receive a supplement of up to \$10,000.00 at the discretion of the Superintendent upon initial appointment. The Superintendent may extend the critical need supplement for two additional years, based on positive improvement in Student Performance Data, Employee Retention, or School Grade.
- **(e) Administrators on Assignment:** School-based administrators appointed by the Superintendent to serve as an Administrator on Assignment shall be eligible to maintain their student enrollment supplement and school level supplement for one (1) year.

10.03 – INCENTIVE AND BONUS PROGRAMS: The District will develop and implement a system for awarding all incentive and bonus programs that is in compliance with applicable laws. Availability of funding may impact the continuation of incentive and bonus programs.

(1) District Incentive and Bonus Programs:

(a) ActiveLee Employee Wellness: ActiveLee seeks to provide a healthy work

 environment and enhance the quality of life for all District employees. ActiveLee provides engaging health programs, support resources, exercise classes, and wellness coaching to empower District employees to make healthier lifestyle choices. Incentives for District employees will be determined annually by the District.

(b) Longevity: Effective July 1, 2020, in order to acknowledge the dedicated service of District employees, eligible employees will receive a longevity supplement with payment spread equally among paychecks throughout the fiscal year. Non-consecutive years of District service, regardless of bargaining unit at the time of service, will be used to determine eligibility for longevity pay; Years (L). Years of service will be updated annually after June 30 and payment will be in accordance with Article 10.05(5).

| Years (L) | Amount |
|------------------|------------|
| 10 to 14 Years | \$625.00 |
| 15 to 19 Years | \$1,250.00 |
| 20 to 24 Years | \$2,500.00 |
| 25 to 29 Years | \$5,000.00 |
| 30 or More Years | \$6,250.00 |

(c) Recruitment: Recruitment of employees into critical shortage areas may necessitate the use of recruitment incentives. Incentives for District employees will be determined annually by the District.

(2) State Incentive and Bonus Programs:

- **(a) Qualifying Adoptive Employee:** Funds associated with this program are to be distributed in accordance with Florida Statute 409.1664.
 - (1) Child With Special Needs: A qualifying adoptive employee who adopts a child within the Florida child welfare system who has special needs is eligible to receive a lump-sum monetary benefit in the amount of \$10,000.00 per child, subject to applicable taxes.
 - **(2) Child Without Special Needs**: A qualifying adoptive employee who adopts a child within the Florida child welfare system who does not have special needs is eligible to receive a lump-sum monetary benefit in the amount of \$5,000.00 per such child, subject to applicable taxes.
 - **(3) Disclaimer:** Nothing herein shall be construed to expand the Qualifying Adoptive Employee Program beyond the limits of applicable state and federal law.

- (1) Suspended Operations or Declared Emergency: During periods designated by
 the
 - Superintendent as a Declared Emergency or Suspended Operations, employees shall be compensated as follows:
 - (a) Suspended Operations: If the Superintendent issues a statement of Suspended Operations status for the District, employees in regular full-time or part-time positions will be paid for a regular workday. Failure to make up missed time, for which the employee was previously paid, during the scheduled work year or use appropriate leave on make-up days will result in a loss of corresponding wages, with pay to be deducted from the employee's paycheck for time missed. If an employee terminates employment prior to the end of the work year, pay will be deducted from their final paycheck. A make-up schedule will be developed for all employees in regular full-time and part-time positions. Failure to work the make-up time or use of appropriate leave will result in a loss of the corresponding wages.
 - **(b) Declared Emergency:** If the Superintendent issues a statement of Declared Emergency status for the District, employees required to work during a Declared Emergency will receive a one-time bonus by the end of the regularly scheduled work year equal to their base rate of pay (hourly rate) times the number of hours worked during the Declared Emergency. Declared Emergency status will be in effect until the Superintendent returns operations to normal status.

(2) Temporary Reassignment: Employees will be paid according to the appropriate Temporary Reassignment Matrix for temporary reassignment of duties in accordance with Article 5.05(2). Temporary reassignment to address a vacant position will be limited to a duration of no more than six (6) months without written approval of the Superintendent. Temporary reassignment due to employee absence or extended leave will be reported to the Board, if it extends beyond one (1) year.

10.05 - PAY DELIVERY

- **(1) Pay Delivery System:** The District utilizes a payment in arrears system for employee payroll.
 - (a) **Standard Pay Period:** Employees will receive paychecks semi-monthly in an amount equal to their annual rate divided by twenty-four (24) pay periods. Employees may receive a pro-rate non-standard pay period amount, not to

1 exceed the amount paid for a standard pay period.

- **(b) Summer School:** Employees working summer school shall be paid according to the salary schedule in effect at the beginning of the summer school program and shall be paid consistent with the payment in arrears system for employee payroll.
- **(c) Payroll Dates:** Paychecks will be issued on the fifteenth and last day of the month. If that day falls on a weekend or holiday, then paychecks will be issued on the business day prior to the weekend or holiday.
- **(d) Balance of Contract:** The balance of contract for employees who work less than twelve (12) months per year shall be issued on the last scheduled payday for the employee's work year.
- **(2) Payment Method:** All employees shall be paid by direct deposit or District provided pay card.
- **(3) Paycheck Adjustments:** Employees and their immediate supervisor will be notified of a need for paycheck adjustments. Arrangements for handling paycheck adjustments will be made directly with the employee. Every effort will be made to resolve paycheck adjustments within the calendar year to ensure accurate reporting of wages for tax purposes.
 - (a) Leave Reporting: Leave shall be reported in the same pay period in which an absence occurs. Late submission of leave may result in an adjustment of pay.
- **(4) Confidentiality:** Information related to pay is sensitive in nature and shall be treated in accordance with Florida Statute, Chapter 119.
- **10.06 CHANGES IN COMPENSATION:** Effective upon board approval, administrators covered by these terms of employment, who are employed by the District at the time of board approval and payment, will be eligible for increases as follows:
- (1) Percent Increase: For FY24, all eligible administrators who are employed by the District at the time of Board approval and payment will receive an increase in base salary of eight (8) percent paid retroactive to July 1, 2023.

ARTICLE 11 – BENEFITS

11.01 - BOARD PROVIDED BENEFITS: The Board will provide major medical insurance through the District's medical plan and group term life insurance for all eligible employees. Effective April 1, 2015, the Board will provide major medical insurance through a program offered by Aetna Inc. (Aetna).

(1) Eligibility: Regular employees who are regularly scheduled to work thirty (30) or more hours per work week are eligible for Board provided major medical insurance and group term life insurance as described in this article; except that, employees who were employed with the Board as of March 12, 1996, and who were, at that date, and continue to be, regularly scheduled to work twenty (20) or more hours per week, shall continue to be eligible for Board provided major medical insurance and group term life insurance as described in this article.

11.02 – FLEX CREDITS: Effective April 1, 2023, the Board shall contribute \$9,213.60 into the Flex Credits for each employee who is enrolled in Board-Provided Benefits an additional \$4,000.00 for each employee who elects to enroll in spouse or dependent coverage.

(1) Application: Flex Credits are to be applied by employees toward the purchase of their own major medical insurance, dependent medical insurance, dental insurance, vision insurance, critical illness insurance, accident insurance, and/or cancer insurance.

(2) HSA Plan: For employees who elect a HSA plan, any Flex Credits in excess of the employee only medical plan premium will be deposited into the employee's HSA account with the District's HSA vendor and will not be applied to dependent medical insurance, dental insurance, vision insurance, critical illness insurance, accident insurance, and/or cancer insurance.

(3) Total Contribution: The total Board contribution for the benefits listed above shall not exceed the Flex Credits amount. Regardless of the benefits elected, the employee shall not receive cash from the Flex Credits.

11.03 – FLEXIBLE BENEFITS PLAN: The School District of Lee County shall offer its employees an IRS Section 125 qualified Flexible Benefits Plan (Flex Plan). Voluntary benefits included in the Flex Plan may be purchased pre-tax through payroll deductions or with Flex Credits.

(1) Enrollment: Enrollment in the Flex Plan is automatic. New employees eligible for benefits have the option to waive participation in the Flex Plan within the first thirty (30) days of employment. Regular employees eligible for benefits are allowed to change their Flex Plan status during the annual enrollment period or within sixty (60) days following a qualified family status change. Enrollment in any individual benefit included in the Flex Plan remains binding until the employee changes their benefit election. Such changes may only be made during the Open Enrollment period for the benefit or within thirty (30) days (to add a benefit) or within sixty (60) days (to drop a benefit) following a qualified family status change, and must be made on the appropriate enrollment change form. Changes made during the Open Enrollment period will become effective the first day of the new benefit plan year. The District will make every effort to ensure employees receive electronic confirmation of their open enrollment selection prior to the first payroll deduction of the plan year.

(2) Flexible Spending Accounts: All eligible employees may participate in optional medical and/or dependent care Flex Spending Accounts, which allow those employees to pay for qualified medical and dependent care expenses with pre-tax payroll deductions. Flex Credits may not be directed to Flexible Spending Accounts.

11.04 – MAJOR MEDICAL INSURANCE: The Board will provide major medical insurance through the District's medical plan to each eligible employee. Effective April 1, 2019, the Board will provide major medical insurance through four (4) Aetna self-insured medical plans: Plan 3769, Plan 5773, Plan 7419, and High Deductible Health Plan (HDHP). Such coverage shall become effective the first of the month following a forty-five (45) day waiting period from the date of employment. The date of employment shall be included as one of the forty-five (45) days.

11.05 – OPTION TO DECLINE BENEFITS: Employees who can verify evidence of medical insurance coverage shall be allowed to decline coverage under the School District's medical plan. Employees shall receive \$25.00 per paycheck (24 pay periods) or \$30.00 per paycheck (20 pay periods) of Flex Credits to spend on voluntary benefits (dental, vision, and/or cancer).

11.06 - LIFE INSURANCE: The Board will provide twenty thousand dollars (\$20,000.00) of group term life insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000.00) accidental death and dismemberment (AD&D) insurance. Coverage shall begin on the first of the month following a forty-five (45) day waiting period from date of employment. The Date of

| 1 | employment shall be included as one of the forty-five (45) days. |
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| 3 | 11.07 - VOLUNTARY BENEFITS: The Board will make optional voluntary group |
| 4 | benefits available to all eligible employees. Employees who participate in voluntary |
| 5 | benefits must do so at their own expense or with available Flex Credits. Voluntary |
| 6 | benefits shall be recommended by the Insurance Task Force and approved by the |
| 7 | Board. |
| 8 | |
| 9 | (1) Eligibility: Regular employees who are regularly scheduled to work twenty (20) |
| 10 | or more hours per work week are eligible for the optional group voluntary benefits |
| 11 | offered by the Board. |
| 12. | |

13 **11.08 - LIABILITY INSURANCE:** The Board will provide liability coverage for employees in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

17 **11.09 – SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be 18 transferred out of the fund without the recommendation of the Insurance Task 19 Force.

11.10 - RETIREMENT: The District participates in the Florida Retirement System (FRS)
 and contributes on behalf of all eligible employees.

(1) FICA Alternative Program: Administrators not eligible for the Florida
 Retirement System will be enrolled in the FICA Alternative Program. Participation in
 the FICA Alternative Program is mandatory for these employees.

11.11 - SOCIAL SECURITY: The District makes Social Security contributions on behalf
 of all eligible employees.

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ARTICLE 12 – LEAVE

12.01 – CONCEPT: The parties agree that there is no substitute who can replace an employee in meeting the needs of students. The District encourages regular attendance and limited use of leave. Leave should be requested only when necessary and as allowed by law and the terms of this agreement. The parties agree that there is a direct and positive relationship between employee attendance and the successful performance of assigned duties and student achievement.

12.02 - EMPLOYEES:

 (1) Leave Balance and History: Employees shall have access to an accurate accounting of their leave balance and history via PeopleSoft. Every effort shall be made to provide a monetary value associated with an employee's leave balance. Monthly statements of leave balances shall be available to employees via PeopleSoft.

 (2) Rights and Responsibilities: Employees have the right to accrue leave and the right to request use of leave. Employees have the responsibility to attend work as much as possible and limit the use of leave as much as possible. Employees have the responsibility to communicate with their immediate supervisor and district staff regarding absences and leaves. Employees have the responsibility to provide supporting documentation, if requested by their immediate supervisor or district staff.

(3) Requests: Employees shall be able to submit leave requests to their immediate supervisor. Requests shall be made as far in advance as possible. Requests made twenty-four (24) hours or less before an absence may be denied. Requests made five (5) business days or less before an absence may require supporting documentation. Business days shall be defined as days that the District offices are open for business. Supporting documentation may be submitted in advance of an absence and must be provided no later than five (5) business days after an employee's return to work or the expiration of approved leave, whichever comes first. Request shall be considered denied until written approval is provided by the employee's immediate supervisor or Human Resources.

(4) Rationale or Reason: Requests for use of leave shall include a rationale or reason for the request. Employees are required to select from the following types of leave:

(5) Types of Leave:

- **(a) Sick Leave:** Sick Leave may be used in one (1) hour increments. Requests for sick leave must be for a rationale or reason listed below:
 - **(1) Medical (Self):** Medical (Self) includes absences due to personal illness, injury, accident, disability, or other medical condition.
 - **(2) Medical (Family):** Medical (Family) includes absences due to illness, injury, accident, disability, or other medical condition of a family or household member, including but not limited to: father, mother, brother, sister, husband, wife, child, or another close relative.
 - **(3) Personal:** Personal includes absences due to personal business or matters which cannot be attended to outside of the employee's regular workday, including but not limited to: legal proceedings, weddings, graduations, or civic functions.
 - **(4) Bereavement:** Bereavement includes absences due to death of a family or household member, including but not limited to: father, mother, brother, sister, husband, wife, child, or another close relative.
- **(b) Vacation:** Vacation is available to full-time regular employees with a 255-day work year. Vacation may be used in one (1) hour increments. Vacation requests must be pre-scheduled and pre-approved.
- **(c) Temporary Duty:** Temporary Duty may be used in one (1) hour increments. Requests for temporary duty may be for a rationale or reason listed below:
 - (1) Professional Development: Professional Development includes absences due to the performance of assigned duties in direct support of the District's mission, including but not limited to: participation in professional associations, conferences, trainings, surveys, workshops, and other professional meetings. Professional Development may be eligible for travel reimbursement or per diem payments for meals.
 - **(2) Jury Duty:** Jury Duty includes absences due to court summons for participation on a jury panel or service as a juror. Employees are required to immediately return to work upon dismissal from participation on a jury panel or service as a juror. Jury Duty is not eligible for travel reimbursement or per diem payments for meals.
 - **(3) Witness:** Witness includes absences due to subpoena by the District in order to represent the District as a witness or to provide testimony. Employees are required to immediately return to work upon dismissal

- **(4) Military:** Military includes absences due to military order. Military is not eligible for travel reimbursement or per diem payments for meals.
- **(d) Other Types of Leave:** All other types of leave must be submitted by the employee or their immediate supervisor to Human Resources. Other types of leave include those associated with Worker's Compensation, the Family Medical Leave Act (FMLA), and Board approved extended leaves. Denial of a request for other types of leave will result in the employee being charged sick leave.
- **(6) Approval or Denial:** Employees will be notified of the status of their leave request as soon as possible and no later than ten (10) business days after the request is made.
- **(7) Return:** Prior to the expiration of approved leave or the exhaustion of accrued leave, employees must notify their immediate supervisor of their intent to return to duty, resign, or request additional leave. Employees should provide their immediate supervisor with twenty-four (24) hours' notice of their intent to return to work.
 - (a) Fitness for Duty: A fitness for duty screening is required anytime an employee is absent for ten (10) days or more in a twelve-month period. An immediate supervisor may request a fitness for duty screening if an employee is absent and does not have prior approval for use of leave. Prior to requiring a Fitness for Duty exam, the District shall counsel the employee to assist in determining the necessity of the exam, unless there is an immediate health or safety risk to the employee or another person. If the District determines that a Fitness for Duty exam (either medical or psychological) in accordance with the Florida statutes is required, the employee shall be placed on administrative leave with pay until the Fitness for Duty exam can be completed, within three (3) business days. After that time, their sick leave would be charged. If the individual is deemed "not fit for duty", they would go on Board leave or use sick time. The administrative leave without pay will begin the next workday. Fitness for Duty options apply to employees who are not currently on leave. The date of the doctor's note shall control the duration of temporary leave.
- **(8) Abuse of Leave:** Any absence that results in a disruption to the education environment or worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors may request supporting documentation. Abuse of

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- leave may result in a change in the type of leave recorded, or disciplinary action up to and including termination.
 - (a) Absence Without Leave (AWOL): Absence Without Leave (AWOL) includes absences that have not been approved by the immediate supervisor. AWOL includes absences that are considered "no call, no show" and may be treated as abandonment of position after three (3) consecutive days of absence.
 - **(b) Leave Without Pay:** Leave Without Pay (LWOP) includes absences where paid sick leave or vacation is not available or not approved by the immediate supervisor. LWOP may be granted by the immediate supervisor in emergency situations and should be reported by the immediate supervisor to Human Resources and Payroll. Unapproved absences or absences on a day where a request for leave has been denied will be leave without pay.
 - **(c) Excessive Absenteeism:** Excessive absenteeism includes absences in excess of accrued leave, absenteeism at a rate exceeding the rate of leave accrual, or three consecutive days of absence without approval by the immediate supervisor. Immediate supervisors should communicate with individual employees to discuss excessive absenteeism prior to taking disciplinary action.
 - **(d) Suspicious Pattern:** Suspicious patterns of absence may be considered an abuse of leave provided there is an articulable and objective basis for the suspicion.

12.03 - IMMEDIATE SUPERVISORS:

(1) Leave Balance and History: Immediate supervisors shall have access to an accurate accounting of the leave balance and history for the employees they supervise via PeopleSoft. Every effort shall be made to provide a monetary value associated with employees' leave balance. Monthly statements of leave balances shall be made available to immediate supervisors via PeopleSoft. Immediate supervisors shall review available reports and notify Professional Standards of any cases of suspected abuse of leave.

(2) Rights and Responsibilities: Immediate supervisors have the right to review leave requests. Immediate supervisors have the right to approve or deny requests, based on an assessment of disruption to the education environment or worksite. Immediate supervisors have the responsibility to honor all good faith requests. Immediate supervisors have the responsibility to provide notice to employees regarding available types of leave at least once annually. Immediate supervisors have the responsibility to communicate with employees and district staff regarding

employee absences and leaves. Immediate supervisors have the responsibility to oversee and coordinate vacation schedules for employees at their location in order to minimize potential disruption.

(3) Requests: Immediate supervisors shall respond to leave requests submitted by the employees they supervise by indicating if the request is approved or denied. Approval or denial of leave requests shall be made as far in advance as possible and no later than ten (10) business days after the request is made. Requests made twenty-four (24) hours or less before an absence may be denied. Requests made five (5) business days or less before an absence may require supporting documentation. Business days shall be defined as days that the District offices are open for business. Supporting documentation may be submitted in advance of an absence and must be provided no later than five (5) business days after an employee's return to work or the expiration of approved leave, whichever comes first. Immediate supervisor must report absences of three (3) consecutive days or more, or ten (10) days in a twelvemonth period to Payroll and Human Resources.

(4) Rationale or Reason: Immediate supervisors shall review the rationale or reason for the request. Employees are required to select from the following types of leave: Sick Leave, Vacation, or Temporary Duty. Additional commentary is not required by the employee, but may be requested in the event that an immediate supervisor suspects abuse of leave or if the absence may result in a disruption to the education environment or worksite.

(a) Supporting Documentation: Appropriate supporting documentation includes, but is not limited to: notes issued by a licensed medical professional, obituaries or certificates of death, conference or course registration information, jury summons, military orders, subpoenas, travel documents, police reports, referrals to victim services organizations, or similar documentation issued by an objective third party. Immediate supervisor must have supporting documentation for absences of three (3) consecutive days or more, or ten (10) days in a twelve-month period.

(b) Priority: Requests shall be reviewed and considered in the order in which they are received. Consideration may be given to the duration, nature, or severity of an underlying rationale or reason for a request. Priority may be given for major life events, including but not limited to: weddings, graduations, births, or deaths.

(5) Types of Leave: Immediate supervisors shall respond to leave requests for the types of leave mentioned in Article 12.02(5) and submit employee requests requiring District approval to Human Resources.

- **(a) Sick Leave:** Immediate supervisors may approve requests in increments of one (1) hour.
- **(b) Vacation:** Immediate supervisors may approve requests in increments of one (1) hour.
- **(c) Temporary Duty:** Immediate supervisors may approve requests in increments of one (1) hour.
- **(6) Approval or Denial:** Immediate supervisors shall enter their approval or denial of an employee's request for leave into PeopleSoft. Immediate supervisors will make reasonable efforts to ensure a response is provided to the employee prior to the date for which the leave is requested. Immediate supervisors shall notify employees of the status of their leave request as soon as possible and no later than ten (10) business days after the request is made.
 - (a) Approved: Immediate supervisors may approve requests, if:
 - **(1) No Disruption:** The request is for sick leave or temporary duty for an absence that will not result in a disruption to the education environment or worksite and adequate staffing or coverage exists.
 - **(2) Vacation:** The request is for vacation and the employee has used two (2) weeks or fewer of vacation in the preceding twelve (12) months.
 - (b) Denied: Immediate supervisors may deny requests, if:
 - **(1) Insufficient Notice:** The request is made twenty-four (24) hours or less before an absence.
 - **(2) Incomplete Request:** The request is made without selecting a type of leave, without providing a reason or rationale based on the type of leave selected, or without providing supporting documentation if requested.
 - **(3) Start of School Year:** The request is for a day during the five days immediately prior to or immediately following the start of the student school year.
 - **(4) End of School Year:** The request is for a day during the five days immediately prior to or immediately following the end of the student school year.
 - **(5) Paid Holiday:** The request is for the day immediately prior to or following a paid holiday, as mentioned in Article 7.05 (Holidays) or approved vacation.

- **(6) Vacation:** The request is for a vacation that has not been prescheduled or is not pre-approved by the immediate supervisor.
 - **(7) Disruption:** The request is for a day that will result in a disruption to the education environment or worksite, adequate staffing or coverage does not exist, or the request constitutes an abuse of leave.

(7) Rescind: If a change in circumstances, including but not limited to an emergency, results in an approved leave creating disruption to the education environment or worksite, the Superintendent may rescind approved leave or authorize immediate supervisors to do the same. The immediate supervisor is responsible for providing the employee with notice that an approved leave has been rescinded.

(8) Abuse of Leave: Any absence that results in a disruption to the education environment or worksite may be considered an abuse of leave. If abuse of leave is suspected, immediate supervisors may request supporting documentation. Abuse of leave may result in a change in the type of leave recorded, or disciplinary action up to and including termination.

12.04 - **DISTRICT**:

(1) **Notice:** Each fiscal year Human Resources may provide employees and immediate supervisors with information on the types of leave, mentioned in Article 12.02(5). Immediate Supervisors may provide employees with information on how to submit a request for leave, include those associated with Workers' Compensation, the Family Medical Leave Act (FMLA), and other types of leave. Employees are responsible for submitting requests for leave and supporting documentation themselves.

(2) Accruals:

- **(a) Sick Leave:** Sick leave shall be accrued in a manner consistent with Florida Statute 1012.61.

(1) **Standard:** Employees will receive a standard accrual of sick leave in the amount of one (1) day per month based on scheduled workdays. Employees must work one (1) day more than half of month in order to be eligible for a standard accrual that month.

(2) Summer Programs: Employees will receive a summer program accrual of sick leave in the amount of one (1) day per three (3) weeks worked, with a maximum accrual of two (2) days per summer.

- **(3) Advance:** Employees will receive an advanced accrual of sick leave in the amount of four (4) days at the start of the regularly scheduled work year.
- **(4) Personal:** Employees may request to use a maximum of six (6) sick leave days for personal each fiscal year. Sick leave for personal is non-cumulative from year to year and does not constitute a separate leave accrual.
- **(5) Reinstatement:** If an employee terminates their employment without receiving terminal pay benefits and is reemployed, their sick leave balance may be reinstated.
- **(b) Vacation:** Vacation shall be accrued in a manner consistent with School Board Policy. Employees will no longer accrue vacation once they have reached the maximum accrual of 45 days or up to 360 hours for an employee with an 8-hour workday.

| Continuous District Service | Accrual (days per month) | Accrual (days per year) |
|--------------------------------|-----------------------------|----------------------------|
| Less than Five (5) Years | 1.00 | 12.00 |
| Five (5) to Nine (9) Years | 1.25 | 15.00 |
| Ten (10) or More Years | 1.50 | 18.00 |

(3) Reports: The District may make additional reports and queries regarding leave available to immediate supervisors via PeopleSoft.

(4) Rights and Responsibilities: The District has the right to review leave requests. The District has the right to approve or deny requests, based on disruption to the education environment or worksite. The District has the responsibility to honor all good faith requests to the greatest extent possible. The District has the responsibility to provide notice to employees regarding available types of leave. The District has the responsibility to communicate with employees regarding absences and leaves. Immediate supervisors may consult with Human Resources regarding requests for absences of three (3) consecutive days or more, or ten (10) days in a twelve-month period.

(5) Other Types of Leave:

(a) Association Duty: Association Duty includes absences due to union business, including but not limited: bargaining, bargaining related committees, ratification voting, election of building representatives and Association officers, and other concerted activities. Association duty must be requested by

- the President of the Association and the District will provide the Association with an invoice for reimbursement.
- **(b) Educational:** Employees may be granted up to five (5) days of Temporary Duty per semester for the purpose of participating in a degree-seeking educational program.
- **(c) Extended Leave:** Any leave of ten (10) or more consecutive days shall be considered extended leave and will be subject to review and approval by Human Resources. If approved in advance, extended leave may be with pay, provided accrued leave is available and appropriate to use. If approved in advance, extended leave in excess of accrued leave will be without pay. In accordance with School Board Policy, extended leave for thirty (30) consecutive days or more will be without pay and will require School Board approval.
 - (1) Request: Employees shall be able to submit extended leave requests to their immediate supervisor and Human Resources. Requests shall be made as far in advance as possible. Requests must be made five (5) business days or more in advance of an absence. Business days shall be defined as days that the District offices are open for business. Supporting documentation is required at the time the request is made. Failure to provide supporting documentation may result in denial of leave or disciplinary action up to and including termination.
 - **(2) Rationale or Reason:** Employees may request an extended leave for the following:
 - (a) Family Obligation: Employees may request an extended leave to tend to a family obligation. Requests for more than thirty (30) days require Board approval.
 - **(b) Parental Leave:** Employees may request an extended leave for maternity, paternity, or adoption. Requests for more than thirty (30) days require Board approval.
 - **(c) Medical:** Employees may request an extended leave for absences due to illness, injury, accident, disability, or other medical condition.
 - (3) Approval or Denial: Employees will be notified of the status of their leave request within five (5) business days. Human Resources shall enter approval or denial to an employee's request for extended leave into PeopleSoft. Human Resources will make reasonable efforts to ensure an approval or denial is provided to the employee and their immediate supervisor prior to the date for which leave is requested.

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- **(4) Return:** Employees approved for extended leave for an entire school year or the remainder of the current school year must notify Human Resources in writing of their intent to return to duty the following school year prior to April 1.
- **(5) Restoration:** Employees returning to duty following an extended leave will be returned to a comparable position within the District. Factors to be considered when determining what positions are comparable include: compensation, benefits, working conditions, assigned duties, geographic location of worksite and its proximity to the employee's home.
- **(d) Military:** In accordance with the Uniformed Services Employment and Reemployment Act (USERRA) and Florida Statute 115.09, employees may request extended leave to attend to military duties. Military leave shall be granted in accordance with applicable state and federal law. Nothing herein shall be construed to expand any military leave privileges beyond applicable state and federal law.
- **(e) Sabbatical:** In accordance with Florida Statute 1012.64, employees may be eligible for sabbatical leave for a period not to exceed one (1) year to pursue professional certification or licensure in an area with an identified critical shortage of employees, as designated by the Superintendent.
- **(f) Family and Medical Leave Act (FMLA):** In accordance with the Family and Medical Leave Act (FMLA), eligible employees may take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage for the employee only under the same terms and conditions as if the employee had not taken leave.
 - (1) Eligibility: Eligible employees are entitled to concurrent use of their accrued sick and vacation leave during an FMLA covered absence. Eligible employees are entitled to twelve (12) work weeks of leave in a rolling twelve-month period for:
 - (a) **Birth:** The birth of a child and to care for the newborn child within one year of birth.
 - **(b) Adoption:** The placement of a child with the employee for adoption or foster care and to care for the newly placed child within one year of placement.
 - **(c) Caregiver:** The care of the employee's spouse, child, or parent who has a serious health condition.
 - **(d) Medical (Self):** The employee to seek medical treatment, if a serious health condition makes the employee unable to perform the essential functions of their job.

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- **(e) Caregiver (Military):** The employee to respond to any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."
- **(f) Caregiver (Military Family):** The employee to take twenty-six (26) workweeks of leave during a single 12-month period in order to care for a covered servicemember with a serious injury or illness, if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.
- **(g) Domestic Violence or Sexual Violence:** In accordance with Florida Statute 741.313, employees are entitled to leave for three (3) working days in a twelve (12) month period, if the employee or a family or household member is the victim of domestic violence or sexual violence. Existing Sick Leave shall be used for Domestic Violence or Sexual Violence leave. In the event the employee does not have accrued Sick Leave available, the Domestic Violence or Sexual Violence leave shall be leave without pay without any penalty to the employee.
 - (1) Eligibility: In order to be eligible, an employee must have a minimum of three (3) months of employment with District. Information relating to leave for victims of domestic violence or sexual violence must be kept confidential and is not subject to inspection by the public. Eligible employees may use leave for the following reasons:
 - **(a) Injunction:** To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
 - **(b) Medical Care:** To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence.
 - **(c) Victim Services:** To obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence.
 - **(d) Housing:** To make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator.
 - **(e) Legal:** To seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

- (h) Compassionate Leave: Employees are entitled to leave for ten (10) working days in a twelve-month period, if the employee or a family or household member experiences a miscarriage, ectopic pregnancy or molar pregnancy. An employee's request for privacy should be respected and employees have a right to keep this information confidential. Immediate supervisors may not request supporting documentation in situations where an employee requests compassionate leave. In the event the employee does not have accrued Sick Leave available, the Companionate Leave shall be leave without pay, without any penalty to the employee.
- (i) Workers' Compensation: In accordance with Florida Statute 1012.63, 1012.69 and Chapter 440, employees may request leave for illness in the line of duty or injury in the line of duty (ILD). No more than ten (10) days in a fiscal year regardless of the number of illnesses or injuries and no more than ten (10) days for any single illness or injury. Employees do not accrue ILD. The District can change sick leave to ILD if a claim for Workers' Compensation (WC) is filed and determined to be compensable. Supporting documentation is required in order to be eligible for ILD. The District reserves the right to request medical examination by a licensed health care provider approved by the Board.
 - (1) Childhood Illness: Illnesses normally known as childhood diseases that are not normal adult illnesses are covered by WC. For example, mumps, measles, and chicken pox are covered, however influenza and common colds are not.

(6) Shared Sick Leave (Family Member): In accordance with Florida Statute 1012.61(e), employees may donate sick leave to their spouse, child, parent, or sibling who is also a district employee. Shared sick leave may not be used until the recipient has used all available leave. Shared sick leave may not be included in terminal pay. Requests to share sick leave must be made to Payroll prior to the recipient absences for which they will apply. In order to be eligible to receive shared sick leave, the recipient must provide supporting documentation. Shared sick leave may not be used for personal leave. Employees do not accrue sick leave while using shared sick leave. Employees may not donate advance accruals. School Board Policy allows employees to share no more than twenty (20) days of shared sick leave at a time.

(7) **Terminal Pay:** In accordance with Florida Statute and School Board Policy, employees are eligible for terminal payment of sick leave and vacation, if they have ten (10) years of services in a Florida Retirement System (FRS) eligible position. Terminal payment of sick leave and vacation may be made to the employee's designated beneficiary or the employee's estate, upon the death of a current employee. Payment amounts are based upon creditable years of service. Employees are not eligible for terminal pay if their termination is disciplinary in nature or if they resign during the pendency of an investigation into allegations of misconduct.

- (1) Sick Leave: Terminal payment of sick leave shall be issued in a manner consistent with Florida Statute 1012.61 and School Board Policy. Issuance of terminal payment shall result in a leave balance of zero. Employees who end their employment with the District prior to earning a standard accrual to replace the advanced accrual are not entitled to terminal payment of days that have not been earned and will forfeit any unearned advanced accruals. The amount of terminal pay shall be computed as follows:
 - (a) One to Three District Years: during the years of service one through three (1-3) in the District, thirty-five (35) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
 - **(b) Four to Six District Years:** during the years of service four through six (4-6) in the District, forty (40) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
 - **(c) Seven to Nine District Years:** during the years of service seven through nine (7-9) in the District, forty-five (45) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
 - **(d) Ten to Twelve District Years:** during the years of service ten through twelve (10-12) in the District, fifty (50) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
 - **(e) Thirteen or More District Years:** during and after the thirteenth (13th) year of service in the District, one hundred (100) percent of the hours of accumulated sick leave shall be multiplied times the base rate of pay.
- **(2) Vacation:** Terminal payment of vacation shall be issued in a manner consistent with Florida Statute 1012.65 and School Board Policy. Issuance of terminal payment shall result in a vacation balance of zero.
- **(8) Insurance Coverage:** The insurance coverage of any employee whose request for leave is approved terminates on the first scheduled pay day that the employee does not receive a paycheck, except as otherwise provided by law or this agreement.

To continue insurance coverage during leave, the employee must remit all premiums due thereafter when permitted.

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- **(9) Outside Employment:** In accordance with School Board Policy, outside employment may not conflict with the terms and conditions of an approved leave, including extended leave. Immediate supervisors must report conflicts to Professional Standards for review and may rescind approval of leave if a conflict exists. Conflicts may result in disciplinary action up to and including termination.
- 9 Outside employment may be allowed for the following types of leave only: association duty, military, and professional development.

ARTICLE 13 – PARTICIPATORY DECISION MAKING

13.01 – CONCEPT: Providing employees with opportunities to participate in the decision-making process has a positive impact on employee retention, especially whenever there is a potential impact to the work being done in the classroom, school, or department. The interest-based process and good faith efforts to maintain a collaborative relationship through bargaining related committees reduces the likelihood of labor disputes allowing all staff the ability to focus on student achievement.

(1) Bargaining Related Committees: Bargaining related committees are made up of both District and Association appointed members and each committee is assigned specific duties. Committees are assigned to review contract language to identify potential issues, in order to present recommendations to the bargaining teams or the appropriate Labor/Management Committee. Bargaining related committee meetings are regularly scheduled and records of meetings should be kept.

(2) Leave: Employees participating as members of Bargaining Related Committees or School Advisory Councils may, at the discretion of their immediate supervisor, be eligible for Temporary Duty, as described in Article 12, to attend meetings when held away from the employee's work site.

13.02 - DISTRICT-BASED COMMITTEES:

(1) Insurance Task Force: The Insurance Task Force is a standing committee that meets on a regularly scheduled basis. The Insurance Task Force shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The Insurance Task Force shall review existing insurance programs and workers' compensation issues. The Insurance Task Force will explore alternatives, improvements, changes, and specifications to the existing insurance programs. In order to be implemented, any committee recommendations that alter articles of this agreement or any of the medical plan benefit description documents shall be incorporated by reference in the agreement after they have been ratified by both the Board and the Association.

(a) Timelines: The parties agree to use the Interest Based process if requested by a super majority of TALC Bargaining Unit representatives, SPALC Bargaining Unit representatives, or District representatives. If using the Interest Based process, the parties will develop a decision-making timeline by mutual

agreement of the parties which allows ample opportunity to discuss the issues of concern. In the event that a deadline for decision making lapses, the parties will revert to using majority vote to honor the deadlines in the agreed upon decision making timeline.

(b) Self-Insurance Fund Reserves: Self-Insurance Fund reserves shall not be transferred out of the fund without the recommendation of the Insurance Task Force.

(2) District Safety/Security Committee: The District Safety/Security Committee is a standing committee that meets on a regularly scheduled basis. The District Safety/Security Committee shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The District Safety/Security Committee shall review district safety plans and unresolved site safety/security issues. Any committee recommendations shall be sent to the Superintendent's designee, the SPALC Labor/Management Committee, and the TALC Labor/Management Committee by the chairperson.

(3) Instructional Calendar Committee: The Instructional Calendar Committee is a standing committee that meets on a regularly scheduled basis. The Instructional Calendar Committee shall be made up of twenty-four (24) members, twelve (12) from management, including the chairperson, and twelve (12) from labor, with equal representation for each association representing an affected bargaining unit. The Instructional Calendar Committee shall review the instructional calendar for the upcoming school year. If necessary, work year calendars will be reviewed by the SPALC Labor/Management Committee or the TALC Labor/Management Committee.

(4) District Student Discipline Committee: The District Student Discipline Committee is a standing committee that meets on a regularly scheduled basis. The District Student Discipline Committee shall be made up of sixteen (16) members, eight (8) from management, including the chairperson, and eight (8) from labor, with equal representation for each association representing an affected bargaining unit. The District Student Discipline Committee shall review the Student Code of Conduct. Any committee recommendations shall be sent to the Superintendent's designee.

13.03 – SITE-BASED COMMITTEES: Employees that serve on site-based committees represent the interests of individual worksites, therefore committee members will be elected by the employees assigned to that worksite. Committee members will be elected by secret ballot election, to be counted by the Association's lead

representative for the site and a site-based administrator. The Association's lead representative or their designee shall be included on all site-based committees.

(1) School or Site-Based Safety/Security Committee: The School or Site-Based Safety/Security Committee is a standing committee that meets on a regularly scheduled basis. The School or Site-Based Safety/Security Committee shall be made up of no less than four (4) members, two (2) school-based administrators and equal representation for each association representing an affected bargaining unit. Committee members may make a written request for an emergency meeting of the School or Site-Based Safety/Security Committee. Written requests for an emergency meeting should specify the reason for the request and should include the Safety & Security Department. Requests must be responded to within five (5) days.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT

14.01 - PLANNING: The District believes that a highly skilled workforce is needed to ensure each student reaches their highest potential. Regular professional development is an important part of building and maintaining a successful workforce. Planning of professional development will focus on an assessment of employee and workforce needs, the availability of resources, and will be based on the following:

(1) Legal Compliance: In accordance with Florida Statute 1012.98, the District must develop and submit a Master In-service Plan (MIP) annually to the Florida Department of Education (FL DOE). Professional development must be job related, aligned with the District's requirements for workforce development and succession planning, and support the maintenance of required certifications and licensure.

(2) Student Need: Professional Development will work with Academic Services to develop a plan that supports District requirements based upon trends in student data, trends in employee performance evaluations, and other feedback provided as part of the participatory decision-making process.

(3) Employee Need: Professional Development will conduct an annual survey of employee interests related to professional development. Weekly advertisements of professional development opportunities will be sent to all District employees via District email.

14.02 - LEARNING: Professional development will be designed based upon research into best practices and will rely upon evidence-based approaches to instruction, in accordance with the Florida Professional Development Standards and the District's MIP. Multiple instructional formats and methods will be utilized to differentiate instruction based upon the unique needs of individual learners.

(1) Organizational Onboarding: Professional development will be provided to all new employees in the form of a Welcome Aboard training and New Employee Orientation (NEO).

(2) Mandatory Training and Safety Requirements: All employees are required to complete annual training related to protection of the health, safety, and welfare of students and staff. Additional mandatory training may be required based upon a

stated need by Professional Development or administrator recommendation.

(3) Instructional Support: School and district-based administrators will collaborate to provide professional development that serves as a support for the instruction of students. Professional Learning Communities (PLCs) may be utilized to support instructional effectiveness.

(4) Promotion and Advancement: Professional development will be utilized to support employees interested in promotion and advancement or in the realization of other professional or career related goals in a K-12 educational setting.

(5) Outside Professional Development: The District recognizes the widespread availability of professional development opportunities offered by organizations outside of the District and will honor its commitment to support education professionals as life-long learners. Employees may submit a request for in-service credit for professional development completed within the current fiscal year. Professional Development will assess the recency and relevance of outside professional development to assure alignment with District standards before approving or denying requests.

14.03 - IMPLEMENTING: Professional development will be focused on the delivery of job embedded training opportunities, including mentoring and other flexible training opportunities, and will be responsive to student and employee needs.

 (1) School or site-based Support: Professional Development will aid in the identification of a School or Site-based In-service Representative (SIR) and an APPLES administrator to guide and support the implementation of professional development. Mentors will be required to complete a clinical educator training program or equivalent course work to ensure that they are prepared to support other employees.

(2) Coursework: Professional development identified as part of the District's MIP will include online and on-demand options to support remote work and distance learning. Courses that require in person attendance of participation may be required, but virtual training opportunities will be provided whenever possible.

(3) Scheduling: Professional development will be scheduled based upon employee input and will seek to reduce the need for disruptions to the educational environment, including limiting the need for employee absence during instructional

hours and the need for employees to attend to professional development outside of regularly scheduled work hours. Professional development may be scheduled for the summer break, Thanksgiving break, winter break, or spring break. Professional development may be scheduled for afternoons, evenings, or weekends. Professional development may be scheduled during the pre-school week and on early dismissal days. Professional development may be scheduled during PLCs, if requested by the employee members of the PLC.

14.04 - EVALUATING: Professional Development will utilize pre-course and post-course assessments to measure the effectiveness of professional development. Employees may be required to complete a post-course evaluation survey in order to ensure adequate employee feedback. Cyber security measures, including but not limited to electronic sign-in and passkeys, may be utilized to ensure the integrity of professional development systems.

(1) **Records:** In-service records will be maintained and will be available to employees and their immediate supervisors for review. Professional development will routinely audit courses and records to assess course content, the availability of professional development opportunities, and course completion data.

ARTICLE 15 – DURATION AND ACCEPTANCE

15.01 – EFFECTIVE: These terms of employment shall be effective the day after ratification by the Board.

15.02 – This article intentionally left blank.

15.03 – DURATION: The duration of these terms of employment is three (3) years: FY24 (2023-2024 school year), FY25 (2024-2025 school year), and FY26 (2025-2026 school year).

(1) Windfall or Shortfall: If federal or state funding is inadequate or in excess of the funding necessary to account for the fiscal impact of this agreement, the District may discuss an emergency re-opener to address the impact.

15.04 – MODIFICATION: The terms and conditions of these terms of employment may be altered or modified by Board approval of a recommendation by the Superintendent.

15.05 – FORCE MAJEURE: The parties agree that neither will be liable for any failure or delay in performing an obligation under these terms of employment due to any of the following, which are beyond the reasonable control of the parties: natural causes (fire, storm, flood, earthquake, etc.) governmental or societal actions (war, invasion, civil unrest, riot, etc.), infrastructure failures (transportation, energy, telecommunications, etc.) and health causes (epidemic, pandemic, quarantine, etc.).

(1) Impracticability: Force majeure does not include financial distress or the ability of either party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's financial inability to perform its obligations.

(2) Impossibility: The District is required to provide formal written notice of a force majeure event and expected duration of impact; disruption beyond a period of 90-days is cause for termination of these terms of employment.

15.06 – SEVERABILITY: If any article of these terms of employment is declared illegal by a court of competent jurisdiction, or as a result of a change in state or federal law, the Superintendent shall present a recommendation to the Board as soon as practicable to modify the article to the extent necessary to bring it into legal

compliance. The remaining articles shall remain in full force and effect for the duration of these terms of employment.

- 15.07 EXPIRATION: These terms of employment shall expire on June 30, 2026, and in no event shall any other articles contravene the expiration of these terms of
- 6 employment. In the event that successor terms of employment are not board
- 7 approved, these terms of employment will carry over indefinitely.

FY24 (2023-2024 school year), FY25 {2024-2025 school year), and FY26 {2025-2026 school year) Administrator Salary Schedule.

This Salary Schedule is approved by the School Board for the School District of Lee County and signed this 7^{th} day of November 2023.

Christopher Bernier, Ed.D.

Superintendent

Armor Persons

Date

School Board Chair

Robert Dodig, J.D. Chief Negotiator Date

APPROVED

NOV 0 7 2023

LEE COUNTY

| ADMINISTRATIVE POSITIONS | | | | |
|---|---------|-----------|-----------|-------------------|
| Title | JDE | Work Year | Pay Grade | Last Board Action |
| SUPERINTENDENT | | | | |
| Superintendent of Schools | S-21.01 | Contract | Contract | 01/22/2019 |
| Deputy Superintendent | D-5.01 | 255 | M | 06/28/2022 |
| Regional Associate Superintendent | R-2.01 | 255 | M | 06/24/2024 |
| ATTORNEYS | | | | |
| Attorney I, Assistant School Board | A-16.06 | Contract | Contract | 10/19/2021 |
| Attorney II, Assistant School Board | A-16.07 | Contract | Contract | 10/19/2021 |
| Attorney, Staff (Academic and Student Services) | A-16.04 | Contract | Contract | 01/12/2021 |
| Attorney, Staff (Business Services and Labor) | A-16.05 | Contract | Contract | 01/12/2021 |
| Chief Staff Attorney | A-16.02 | Contract | Contract | 01/12/2021 |
| School Board Attorney and General Counsel | A-16.01 | Contract | Contract | 01/12/2021 |
| CHIEFS | | | | |
| Chief Academic Officer | C-3.02 | 255 | M | 08/27/2019 |
| Chief Communications & Government Relations | C-3.10 | 255 | M | 06/28/2022 |
| Chief Construction and Facilities Officer | C-3.12 | 255 | M | 06/22/2022 |
| Chief Financial Officer | C-3.03 | 255 | М | 08/27/2019 |
| Chief Human Resources Officer | C-3.05 | 255 | М | 01/22/2019 |
| Chief Information Officer | C-3.07 | 255 | M | 08/27/2019 |
| Chief of Staff | C-3.06 | 255 | M | 07/30/2019 |
| Chief Operations Officer | C-3.09 | 255 | M | 08/27/2019 |
| Chief Strategy Officer | C-3.11 | 255 | M | 04/12/2022 |
| Chief Auditor | C-3.13 | 255 | Contract | 06/26/2024 |
| EXECUTIVE DIRECTORS | | | | |
| Executive Director, Alternative Programs and Student Discipline | E-12.05 | 255 | M | 07/30/2019 |
| Executive Director, Business Services | E-12.07 | 255 | M | 08/27/2019 |
| Executive Director, Constituent Services and Fine Arts (District) | E-12.08 | 255 | M | 08/27/2019 |
| Executive Director, Government and Community Relations | E-12.16 | 255 | M | 08/27/2019 |
| Executive Director, Human Resources | E-12.03 | 255 | M | 01/22/2019 |
| Executive Director, Leadership, Professional Development | E-12.18 | 255 | M | 11/22/2022 |
| Executive Director, Operational Planning and Project Management | E-12.15 | 255 | M | 08/27/2019 |
| Executive Director, Operations | E-12.19 | 255 | M | 08/27/2019 |
| Executive Director, Safety, Security, and Emergency Management | E-12.09 | 255 | M | 09/08/2020 |
| Executive Director, School Development | E-12.10 | 255 | M | 07/30/2019 |
| Executive Director, Strategic Engagement and Community Partnerships | E-12.13 | 255 | M | 08/27/2019 |
| Executive Director, Student Enrollment | E-12.12 | 255 | M | 07/31/2018 |
| Executive Director, Student Services | E-12.06 | 255 | M | 07/30/2019 |
| Executive Director, Technology Operations | E-12.17 | 255 | M | 08/27/2019 |
| Executive Director, Transportation and Logistical Services | E-12.04 | 255 | M | 08/11/2021 |
| Executive Director, Turnaround Schools | E-12.14 | 255 | M | 08/27/2019 |
| Executive Director, School Choice/Administration | E-12.20 | 255 | M | 06/24/2024 |
| DIRECTORS | | | | |
| Director, Accountability, Assessment, and Research | D-11.25 | 255 | 15 | 07/31/2018 |
| Director, Adult and Career Education | D-11.65 | 255 | 15 | 08/27/2019 |
| Director, Application Services | D-11.43 | 255 | 15 | 01/22/2019 |
| Director, Athletics and Activities (District) | D-11.10 | 255 | 15 | 06/28/2022 |
| Director, Athletics and Activities (High School) | D-11.21 | 216 | 12 | 05/10/2022 |
| Director, Budget | D-11.47 | 255 | 15 | 08/27/2019 |
| Director, Compensation and Labor Relations | D-11.66 | 255 | 15 | 06/28/2022 |
| Director, Constituent Services | D-11.06 | 255 | 15 | 05/22/2018 |
| Director, Constituent Services and Student Discipline | D-11.12 | 255 | 15 | 07/31/2018 |
| Director, Construction Projects Management | SM-1.03 | 255 | 15 | 08/27/2019 |
| Director, Continuous Improvement | D-11.67 | 255 | 15 | 06/28/2022 |
| Director, Diversity and Inclusion | D-11.68 | 255 | 15 | 06/28/2022 |
| Director, Early Childhood Learning Services | D-11.02 | 255 | 15 | 06/23/2020 |
| Director, English for Speakers of Other Languages | D-11.26 | 255 | 15 | 06/28/2022 |
| Director, Exceptional Student Education | D-11.04 | 255 | 15 | 07/28/2020 |
| Director, Financial Services | D-11.03 | 255 | 15 | 08/27/2019 |

| Director, Fleet and Safety | D-11.08 | 255 | 15 | 08/27/2019 |
|--|--------------------|-----|----|------------|
| Director, Fleet and Salety Director, Food and Nutrition Services | D-11.17 | 255 | 15 | 08/27/2019 |
| Director, Grants and Program Development | D-11.50 | 255 | 15 | 06/23/2020 |
| precedit, drants and Frogram Development | D 11.50 | 233 | 13 | 00/23/2020 |
| Director, Human Resources Field Operations | D-11.74 | 255 | 15 | 02/06/2024 |
| Director, Human Resources Operations | D-11.75 | 255 | 15 | 02/06/2024 |
| Director, Information Security Assurance | D-11.05 | 255 | 15 | 06/28/2022 |
| Director, Business Data Systems | D-11.54 | 255 | 15 | 03/26/2024 |
| Director, Insurance and Benefits Management | D-11.11 | 255 | 15 | 01/22/2019 |
| Director, Internal Auditing | D-11.13 | 255 | 15 | 06/28/2022 |
| Director, Labor and Employee Relations | D-11.72 | 255 | 15 | 01/23/2024 |
| Director, Maintenance Services | D-11.53 | 255 | 15 | 08/27/2019 |
| Director, Payroll | D-11.20 | 255 | 15 | 08/27/2019 |
| Director, Planning, Growth, and Capacity | D-11.58 | 255 | 15 | 06/28/2022 |
| Director, Positive Prevention | D-11.27 | 255 | 15 | 07/31/2018 |
| Director, Procurement Services | D-11.09 | 255 | 15 | 08/27/2019 |
| Director, Procedement Services Director, Professional Development | D-11.56 | 255 | 15 | 09/07/2022 |
| Director, Professional Standards | D-11.36 | 255 | 15 | 06/28/2022 |
| Director, Safety and Security | D-11.57 | 255 | 15 | 06/28/2022 |
| Director, School Counseling and Mental Health Services | D-11.01 | 255 | 15 | 07/28/2020 |
| Director, School Psychological and Social Work Services | D-11.01 D-11.29 | 255 | 15 | 07/28/2020 |
| Director, School Psychological and Social Work Services Director, School Transformation | D-11.29 D-11.69 | 255 | 15 | 08/27/2019 |
| Director, Staffing and Talent Management | D-11.09 | 255 | 15 | 01/22/2019 |
| Director, Strategic Communications | D-11.07 | 255 | 15 | 01/22/2019 |
| Director, Strategic Communications Director, Strategic Communications | D-11.31 D-11.28 | 255 | 15 | 07/31/2018 |
| Director, Talent Acquisition | D-11.26 | 255 | 15 | 03/26/2024 |
| Director, Talent Management | D-11.01 | 255 | 15 | 03/26/2024 |
| | D-11.73 | 255 | 15 | 07/31/2018 |
| Director, Teaching and Learning (Elementary) Director, Teaching and Learning (Secondary) | D-11.64 | 255 | 15 | 07/31/2018 |
| Director, Technology Operations | D-11.04 D-11.71 | 255 | 15 | 09/07/2022 |
| | | 255 | 15 | |
| Director, Title IV and STEM Programs | D-11.16 | 255 | 15 | 01/28/2020 |
| Director, Transportation Services Director, Turnaround Schools | D-11.14 | 255 | 15 | 08/11/2021 |
| | D-11.59 | 255 | 15 | 01/22/2019 |
| Director, Student Services | D-11.76 | 255 | 15 | 06/26/2024 |
| Director, Business Intelligence ASSISTANT DIRECTORS | D-11.77 | 255 | 15 | 06/26/2024 |
| | A 21 10 | 255 | 12 | 09/27/2010 |
| Assistant Director, Budget | A-21.10 | 255 | 13 | 08/27/2019 |
| Assistant Director, Compensation | A-22.06 | 255 | 13 | 01/23/2024 |
| Assistant Director, Construction Project Management (Facilities) | A-22.05 | 255 | 13 | 09/07/2022 |
| Assistant Director, Curriculum (Elementary) | A-21.39 | 255 | 13 | 08/27/2019 |
| Assistant Director, Curriculum (Secondary) | A-21.38 | 255 | 13 | 08/27/2019 |
| Assistant Director, Exceptional Student Education | A-21.20 | 255 | 13 | 08/11/2021 |
| Assistant Director, Financial Accounting, Property Inventory, and Records Mgmt. | A-21.07 | 255 | 13 | 08/27/2019 |
| Assistant Director, Health Services | A-21.01 | 255 | 13 | 07/28/2020 |
| Assistant Director, Human Resources Operations | A-21.04 | 255 | 13 | 02/06/2024 |
| Assistant Director, Infrastructure Services | A-21.12 | 255 | 13 | 08/27/2019 |
| Assistant Director, Leadership Development | A-22.04 | 255 | 13 | 09/07/2022 |
| Assistant Director, Magnet Schools | A-21.35 | 255 | 13 | 07/31/2018 |
| Assistant Director, Maintenance Services | A-21.11 | 255 | 13 | 01/22/2019 |
| Assistant Director, Media Relations and Public Information Officer | A-21.02 | 255 | 13 | 08/27/2019 |
| Assistant Director, Multi-Tiered System of Support, Attendance, and Social Work | A-21.36 | 255 | 13 | 01/22/2019 |
| Assistant Director, Payroll | A-21.32 | 255 | 13 | 08/27/2019 |
| Assistant Director, Professional Development | A-21.34 | 255 | 13 | 01/22/2019 |
| Assistant Director, Safety, Security and Emergency Management | A-22.03 | 255 | 13 | 09/07/2022 |
| Assistant Director, School Counseling and Mental Health Services | A-21.37 | 255 | 13 | 07/28/2020 |
| Assistant Director, School Psychological Services | A-21.41 | 255 | 13 | 07/28/2020 |
| Assistant Director, Student Enrollment | A-21.03 | 255 | 13 | 01/22/2019 |
| Assistant Director, Title I and Migrant Programs | A-21.09 | 255 | 13 | 07/31/2018 |
| Assistant Director, Transportation Services | A-21.06 | 255 | 13 | 01/22/2019 |
| Senior Administrator, Transportation Services | A-21.13 | 255 | 13 | 05/22/2018 |

| COORDINATORS | | | | |
|--|--------------------|------------|----------|--------------------------|
| Coordinator, Adult and Career Education | C-46.10 | 255 | 12 | 07/31/2018 |
| Coordinator, Business Services | C-46.73 | 255 | 12 | 08/27/2019 |
| Coordinator, Capacity and Class Size | C-46.79 | 255 | 12 | 09/07/2022 |
| Coordinator, Capital Projects Management | C-46.01 | 255 | 12 | 03/26/2019 |
| Coordinator, Charter School Operations | C-46.15 | 255 | 12 | 07/30/2019 |
| Coordinator, Community Engagement | C-46.35 | 255 | 12 | 12/10/2019 |
| , | l l | | | L |
| Coordinator, Continuous Improvement | C-46.48 | 255 | 12 | 01/22/2019 |
| Coordinator, District Planning | C-46.23 | 255 | 12 | 09/21/2021 |
| Coordinator, Employee Wellness Programs | C-46.44 | 255 | 12 | 01/22/2019 |
| Coordinator, Energy Management | C-46.57 | 255 | 12 | 08/27/2019 |
| Coordinator, English Language Learners | C-46.56 | 255 | 12 | 08/11/2021 |
| Coordinator, Equity and Civil Rights Compliance | C-46.61 | 255 | 12 | 08/27/2019 |
| Coordinator, Exceptional Student Education | C-46.69 | 255 | 12 | 07/28/2020 |
| Coordinator, Facilities Projects | C-46.22 | 255 | 12 | 08/11/2021 |
| Coordinator, Fine Arts (Performing Arts) | C-46.19 | 255 | 12 | 09/08/2020 |
| Coordinator, Food and Nutrition Services (Operations) | C-46.76 | 255 | 12 | 12/05/2023 |
| Coordinator, Food and Nutrition Services (Special Projects and Student Wellness) | C-46.62 | 255 | 12 | 08/27/2019 |
| Coordinator, Food and Nutrition Services (Recruitment and Operations) | C-46.85 | 255 | 12 | 08/08/2023 |
| Coordinator, Government Relations | C-46.81 | 255 | 12 | 04/11/2023 |
| Coordinator, Graduation | C-46.70 | 255 | 12 | 08/27/2019 |
| Coordinator, Grants Development | C-46.40 | 255 | 12 | 07/31/2018 |
| Coordinator, Head Start Program | C-46.04 | 216, 255 | 12 | 08/11/2021 |
| Coordinator, Health Services | C-46.43 | 255 | 12 | 07/28/2020 |
| Coordinator, Healthy Living Initiatives | C-46.82 | 255 | 12 | 06/27/2023 |
| Coordinator, Human Resources (Information Systems) | C-46.52 | 255 | 12 | 01/22/2019 |
| Coordinator, Information Systems | C-46.78 | 255 | 12 | 09/07/2022 |
| Coordinator, Information Technology (Capital Project Management) | C-46.53 | 255 | 12 | 01/22/2019 |
| Coordinator, Information Technology (Infrastructure Management) | C-46.60 | 255 | 12 | 01/22/2019 |
| Coordinator, Information Technology (Technical Support Services) | C-46.59 | 255 | 12 | 01/22/2019 |
| Coordinator, Leave of Absence | C-46.86 | 255 | 12 | 02/06/2024 |
| Coordinator, Maintenance Services | C-46.68 | 255 | 12 | 08/11/2021 |
| Coordinator, Mental Health Services | C-46.02 | 255 | 12 | 07/28/2020 |
| Coordinator, Multimedia Communications | C-46.80 | 255 | 12 | 04/11/2023 |
| Coordinator, Operations | C-46.36 | 255 | 12 | 08/11/2021 |
| Coordinator, Procurement Services | C-46.74 | 255 | 12 | 08/27/2019 |
| Coordinator, Professional Development | C-46.71 | 255 | 12 | 01/22/2019 |
| Coordinator, Professional Standards | C-46.03 | 255 | 12 | 07/30/2019 |
| Coordinator, Projects | C-46.72 | 255 | 12 | 01/22/2019 |
| Coordinator, Psychological Services | C-46.07 | 255 | 12 | 07/28/2020 |
| Coordinator, Recruitment | C-46.16 | 255 | 12 | 07/30/2019 |
| Coordinator, Resource Development | C-46.75 | 255 | 12 | 08/27/2019 |
| Coordinator, Safety and Security | C-46.51 | 255 | 12 | 01/22/2019 |
| Coordinator, School Counseling Services | C-46.55 | 255 | 12 | 07/28/2020 |
| Coordinator, Social Work Services | C-46.08 | 255 | 12 | 07/28/2020 |
| Coordinator, State Reporting | C-46.34 | 255 | 12 | 08/08/2023 |
| Coordinator, Superintendent's Office | C-46.67 | 255 255 | 12 | 08/27/2019 |
| Coordinator, Talent Management | C-46.87 | | 12 | 04/09/2024 07/31/2018 |
| Coordinator, Teaching and Learning | C-46.34 C-46.37 | 255 255 | 12 12 | 01/12/2021 |
| Coordinator, Threat Assessment Coordinator, Trade Extension | C-46.09 | 255 | 12 | 01/22/2019 |
| Manager, Business and Financial Services (Lee Technical College) | M-1.01 | 255 | | 05/10/2022 |
| Manager, Human Resources Operations | M-1.42 | 255 | 11 11 | 03/10/2022 |
| Manager, Program (Technical Colleges) | M-1.02 | 255 | 10 | 05/10/2022 |
| Program Administrator | P-12.05 | 255 | 10 | 05/10/2022 |
| Recruiter | R-1.02 | 255 | 12 | 01/12/2021 |
| Treasurer | T-8.01 | 255 | 12 | 08/27/2019 |
| SCHOOL-BASED ADMINISTRATORS | 1-0.01 | 233 | 14 | 00/2//2019 |
| Principal | P-6.01 | 255 | 14 | 07/28/2020 |
| Principal (Coach) | P-6.05 | 255 | 15 | 12/07/2021 |
| Timelpar (Coacil) | 1 -0.03 | ۷) | ر ا | 12/0//2021 |

| Principal, Lee Virtual School and Emerging Technology Programs | P-6.02 | 255 | 14 | 07/28/2020 |
|--|---------|--------------------|----|------------|
| Principal, Turnaround School | P-6.03 | 255 | 14 | 07/28/2020 |
| Principal, Turnaround School (Senior) | SP-1.01 | 255 | 15 | 08/27/2019 |
| Director, Southwest Florida Public Service Academy | D-11.60 | 255 | 14 | 07/31/2018 |
| Director, Technical College | D-11.15 | 255 | 14 | 07/28/2020 |
| Senior Director, Technical Colleges | SD-1.01 | 255 | 15 | 07/28/2020 |
| Assistant Principal | A-36.01 | 206, 216, 226, 255 | 12 | 07/28/2020 |
| Assistant Principal, On Special Assignment | A-36.02 | 206, 216, 226, 255 | 12 | 07/28/2020 |
| | | | | |
| Associate Director, Public Service Programs | A-22.01 | 255 | 12 | 07/28/2020 |
| Associate Director, Technical College | A-22.02 | 255 | 12 | 07/28/2020 |
| Associate Principal | P-6.04 | 255 | 13 | 03/10/2020 |
| ENGINEERS | | | | |
| Engineer, Building Services | E-1.06 | 255 | 10 | 08/27/2019 |
| Manager, Project (Facilities) | E-1.07 | 255 | 12 | 03/26/2019 |

ADMINISTRATOR SUPPLEMENT SCHEDULE

(1) STUDENT ENROLLMENT SUPPLEMENT

A student enrollment supplement shall be paid to the Principal and Assistant Principal positions based upon the school's pre-K – 12 enrollment measured at the 4th cycle of the prior year as follows:

| PRINCIPALS | | | ASSISTANT PRINCIPALS | | |
|------------|------|------------|----------------------|------|----------|
| 550 | 999 | \$400.00 | 550 | 999 | \$320.00 |
| 1000 | 1499 | \$600.00 | 1000 | 1499 | \$480.00 |
| 1500 | 1999 | \$800.00 | 1500 | 1999 | \$640.00 |
| 2000 | 2499 | \$1,000.00 | 2000 | 2499 | \$800.00 |

Student Enrollment Size Supplements include the Technical Colleges and Southwest Florida Public Service Academy. The enrollment size supplement shall be paid based upon the average enrollment for the previous year for the time period of July 1st through June 1st. Principals include the Senior Director, Technical Colleges and Director, Southwest Florida Public Service Academy.

(2) SCHOOL LEVEL SUPPLEMENT

School level supplements shall be paid as a component of base pay and shall be paid as follows:

| PRINCIPALS* | | ASSISTANT PRINCIPALS | | |
|-------------------|------------|----------------------|------------|--|
| Elementary | \$2,500.00 | Elementary | \$1,450.00 | |
| Middle | \$3,000.00 | Middle | \$1,900.00 | |
| High | \$6,000.00 | High | \$4,500.00 | |
| Special Center | \$2,500.00 | Special Center | \$1,650.00 | |
| Technical College | \$2,500.00 | Technical College | \$1,050.00 | |

^{*}Principals include the Senior Director, Technical Centers and Director, Public Service Programs.

(3) ADVANCED DEGREE SUPPLEMENTS (COMPONENT OF BASE PAY)

Advanced Degree supplements, other than Doctorate, shall be paid if the degree is not required in the job description. For school-based administrators hired on or after July 1, 2011, an advanced degree must be in the individual's area of certification and shall be paid as a salary supplement.

| DEGREE | AMOUNT |
|------------|------------|
| Doctorate* | \$3,000.00 |
| Specialist | \$2,000.00 |
| Masters | \$500.00 |

- (4) TEAM LEAD: School-based administrator team lead supplements are only available to Principals with four (4) or more years of experience as a Principal or Assistant Principals with four (4) or more years of experience as an Assistant Principal. A minimum of one (1) year of experience must be in the School District of Lee County. Eligible employees must have the appropriate collegial coaching training within the last three (3) years, and must have received a Final Performance Evaluation rating of Highly Effective or Effective based on the School District of Lee County's Administrator Evaluation System. A Final Performance Evaluation rating includes the Manager's rating and Value-Added Model (VAM) rating.
 - (a) Principal: Payment will be issued at the end of each semester in the amount of \$3,000.00 per semester or \$6,000.00 annually. Pending grant funds.
 - (b) Assistant Principal: Payment will be issued at the end of each semester in the amount of \$1,500.00 per semester or \$3,000.00 annually. Pending grant funds.

(5) UNIQUE SCHOOL CHALLENGE SUPPLEMENT

| Challenge | Amount |
|--|------------|
| New Academic Program | \$1,000.00 |
| Major Construction or Renovation | \$1,000.00 |
| New Facility – First School Year (Principal) | \$2,000.00 |
| New Facility – First School Year (Asst. | \$1,000.00 |
| Principal) | |

- (6) DISTRICT BARGAINING TEAM MEMBER SUPPLEMENT: A district bargaining team supplement of \$1,500.00 per bargaining unit will be made available to all administrators on the district bargaining team, except for those that are Chiefs.
- (7) DISTRICT-WIDE CURRICULUM EXPERT SUPPLEMENT: A district-wide curriculum expert supplement of \$2,000.00 will be paid to designated curriculum experts. One supplement per curriculum or special area will be available.

| FY22-FY24 ADMINISTRATOR PAY SCALE (ANNUAL BASE SALARY - 255 DAYS) | | | | | | | | | | | | | | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 |
| 10 | \$79,777.96 | \$80,583.34 | \$81,388.71 | \$82,194.08 | \$83,022.47 | \$83,850.85 | \$84,679.23 | \$85,530.63 | \$86,382.02 | \$87,256.43 | \$88,130.83 | \$89,005.24 | \$89,879.64 | \$90,800.07 | \$91,697.49 | \$92,617.91 | \$93,538.34 | \$94,481.78 |
| 11 | \$85,346.54 | \$86,220.95 | \$87,072.34 | \$87,946.75 | \$88,821.15 | \$89,718.57 | \$90,615.98 | \$91,513.40 | \$92,433.83 | \$93,354.25 | \$94,274.68 | \$95,241.13 | \$96,184.56 | \$97,151.01 | \$98,117.46 | \$99,106.92 | \$100,096.38 | \$101,085.84 |
| 12 | \$91,329.32 | \$92,249.74 | \$93,170.17 | \$94,090.59 | \$95,034.03 | \$96,000.48 | \$96,943.92 | \$97,933.38 | \$98,899.82 | \$99,889.28 | \$100,901.75 | \$101,914.22 | \$102,903.68 | \$103,962.17 | \$104,974.64 | \$106,033.13 | \$107,091.62 | \$108,173.12 |
| 13 | \$97,726.28 | \$98,692.73 | \$99,705.20 | \$100,694.65 | \$101,707.12 | \$102,719.59 | \$103,732.06 | \$104,767.54 | \$105,826.03 | \$106,884.52 | \$107,966.02 | \$109,024.51 | \$110,129.03 | \$111,233.54 | \$112,338.05 | \$105,060.71 | \$114,593.09 | \$115,743.63 |
| 14 | \$104,560.45 | \$105,618.94 | \$106,677.43 | \$107,735.92 | \$108,817.42 | \$109,898.92 | \$111,003.43 | \$112,107.94 | \$113,235.46 | \$114,362.99 | \$115,490.51 | \$116,664.05 | \$117,814.59 | \$119,011.14 | \$120,184.68 | \$121,381.24 | \$122,600.80 | \$123,820.37 |
| 15 | \$111,877.84 | \$113,005.36 | \$114,132.88 | \$115,283.41 | \$116,433.95 | \$117,584.48 | \$118,758.02 | \$119,954.58 | \$121,151.13 | \$122,370.70 | \$123,590.26 | \$124,832.84 | \$126,075.41 | \$127,341.00 | \$128,606.59 | \$129,895.18 | \$131,206.79 | \$132,495.39 |
| | | | | | | | | | | | | | | | | | | |
| FY22-FY24 ADMINISTRATOR PAY SCALE (ANNUAL BASE SALARY - 226 DAYS) | | | | | | | | | | | | | | | | | | |
| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 |
| 10 | \$70,705.18 | \$71,418.96 | \$72,132.74 | \$72,846.52 | \$73,580.70 | \$74,314.87 | \$75,049.05 | \$75,803.62 | \$76,558.19 | \$77,333.15 | \$78,108.11 | \$78,883.07 | \$79,658.04 | \$80,473.79 | \$81,269.14 | \$82,084.89 | \$82,900.65 | \$83,736.79 |
| 11 | \$75,640.47 | \$76,415.43 | \$77,170.00 | \$77,944.96 | \$78,719.92 | \$79,515.28 | \$80,310.64 | \$81,105.99 | \$81,921.74 | \$82,737.50 | \$83,553.25 | \$84,409.78 | \$85,245.93 | \$86,102.47 | \$86,959.00 | \$87,835.94 | \$88,712.87 | \$89,589.80 |
| 12 | \$80,942.84 | \$81,758.59 | \$82,574.35 | \$83,390.10 | \$84,226.24 | \$85,082.78 | \$85,918.92 | \$86,795.85 | \$87,652.39 | \$88,529.32 | \$89,426.65 | \$90,323.97 | \$91,200.91 | \$92,139.02 | \$93,036.35 | \$93,974.46 | \$94,912.57 | \$95,871.08 |
| 13 | \$86,612.31 | \$87,468.85 | \$88,366.17 | \$89,243.11 | \$90,140.43 | \$91,037.76 | \$91,935.08 | \$92,852.80 | \$93,790.91 | \$94,729.03 | \$95,687.53 | \$96,625.65 | \$97,604.55 | \$98,583.45 | \$99,562.35 | \$93,112.63 | \$101,560.94 | \$102,580.63 |
| 14 | \$92,669.26 | \$93,607.37 | \$94,545.48 | \$95,483.60 | \$96,442.10 | \$97,400.61 | \$98,379.51 | \$99,358.41 | \$100,357.71 | \$101,357.00 | \$102,356.29 | \$103,396.38 | \$104,416.06 | \$105,476.54 | \$106,516.62 | \$107,577.10 | \$108,657.97 | \$109,738.84 |
| 15 | \$99,154.47 | \$100,153.77 | \$101,153.06 | \$102,172.75 | \$103,192.44 | \$104,212.13 | \$105,252.21 | \$106,312.68 | \$107,373.16 | \$108,454.03 | \$109,534.90 | \$110,636.16 | \$111,737.43 | \$112,859.08 | \$113,980.74 | \$115,122.79 | \$116,285.23 | \$117,427.29 |
| | | | | | | | | | | | | | | | | | | |
| FY22-FY24 ADMINISTRATOR PAY SCALE (ANNUAL BASE SALARY - 216 DAYS) | | | | | | | | | | | | | | | | | | |
| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 |
| 10 | \$67,576.63 | \$68,258.83 | \$68,941.02 | \$69,623.22 | \$70,324.91 | \$71,026.60 | \$71,728.29 | \$72,449.47 | \$73,170.65 | \$73,911.33 | \$74,652.00 | \$75,392.67 | \$76,133.35 | \$76,913.00 | \$77,673.16 | \$78,452.82 | \$79,232.48 | \$80,031.62 |
| 11 | \$72,293.54 | \$73,034.22 | \$73,755.40 | \$74,496.07 | \$75,236.74 | \$75,996.91 | \$76,757.07 | \$77,517.23 | \$78,296.89 | \$79,076.54 | \$79,856.20 | \$80,674.84 | \$81,473.98 | \$82,292.62 | \$83,111.26 | \$83,949.39 | \$84,787.52 | \$85,625.65 |
| 12 | \$77,361.30 | \$78,140.96 | \$78,920.61 | \$79,700.27 | \$80,499.42 | \$81,318.05 | \$82,117.20 | \$82,955.33 | \$83,773.97 | \$84,612.10 | \$85,469.72 | \$86,327.34 | \$87,165.47 | \$88,062.07 | \$88,919.69 | \$89,816.30 | \$90,712.90 | \$91,629.00 |
| 13 | \$82,779.91 | \$83,598.55 | \$84,456.17 | \$85,294.30 | \$86,151.92 | \$87,009.54 | \$87,867.16 | \$88,744.27 | \$89,640.87 | \$90,537.48 | \$91,453.57 | \$92,350.18 | \$93,285.76 | \$94,221.35 | \$95,156.94 | \$88,992.61 | \$97,067.09 | \$98,041.66 |
| 14 | \$88,568.85 | \$89,465.45 | \$90,362.06 | \$91,258.66 | \$92,174.75 | \$93,090.85 | \$94,026.44 | \$94,962.02 | \$95,917.10 | \$96,872.18 | \$97,827.26 | \$98,821.32 | \$99,795.89 | \$100,809.44 | \$101,803.50 | \$102,817.05 | \$103,850.09 | \$104,883.14 |
| 15 | \$94,767.11 | \$95,722.19 | \$96,677.26 | \$97,651.83 | \$98,626.40 | \$99,600.97 | \$100,595.03 | \$101,608.58 | \$102,622.14 | \$103,655.18 | \$104,688.22 | \$105,740.76 | \$106,793.29 | \$107,865.32 | \$108,937.34 | \$110,028.86 | \$111,139.87 | \$112,231.39 |

| | FY22-FY24 ADMINISTRATOR PAY SCALE (ANNUAL BASE SALARY - 206 DAYS) | | | | | | | | | | | | | | | | | |
|-----------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 |
| 10 | \$64,448.08 | \$65,098.70 | \$65,749.31 | \$66,399.93 | \$67,069.13 | \$67,738.33 | \$68,407.54 | \$69,095.33 | \$69,783.12 | \$70,489.51 | \$71,195.89 | \$71,902.27 | \$72,608.65 | \$73,352.21 | \$74,077.18 | \$74,820.74 | \$75,564.31 | \$76,326.45 |
| 11 | \$68,946.62 | \$69,653.00 | \$70,340.79 | \$71,047.18 | \$71,753.56 | \$72,478.53 | \$73,203.50 | \$73,928.47 | \$74,672.03 | \$75,415.59 | \$76,159.15 | \$76,939.89 | \$77,702.04 | \$78,482.78 | \$79,263.52 | \$80,062.84 | \$80,862.17 | \$81,661.50 |
| 12 | \$73,779.76 | \$74,523.32 | \$75,266.88 | \$76,010.44 | \$76,772.59 | \$77,553.33 | \$78,315.48 | \$79,114.80 | \$79,895.54 | \$80,694.87 | \$81,512.79 | \$82,330.70 | \$83,130.03 | \$83,985.12 | \$84,803.04 | \$85,658.13 | \$86,513.23 | \$87,386.91 |
| 13 | \$78,947.50 | \$79,728.24 | \$80,546.16 | \$81,345.49 | \$82,163.40 | \$82,981.32 | \$83,799.23 | \$84,635.74 | \$85,490.83 | \$86,345.93 | \$87,219.61 | \$88,074.71 | \$88,966.98 | \$89,859.25 | \$90,751.52 | \$84,872.58 | \$92,573.24 | \$93,502.69 |
| 14 | \$84,468.44 | \$85,323.53 | \$86,178.63 | \$87,033.72 | \$87,907.40 | \$88,781.09 | \$89,673.36 | \$90,565.63 | \$91,476.49 | \$92,387.35 | \$93,298.22 | \$94,246.25 | \$95,175.71 | \$96,142.33 | \$97,090.37 | \$98,057.00 | \$99,042.22 | \$100,027.44 |
| 15 | \$90,379.74 | \$91,290.60 | \$92,201.46 | \$93,130.91 | \$94,060.36 | \$94,989.82 | \$95,937.85 | \$96,904.48 | \$97,871.11 | \$98,856.33 | \$99,841.55 | \$100,845.35 | \$101,849.16 | \$102,871.55 | \$103,893.95 | \$104,934.93 | \$105,994.51 | \$107,035.49 |