ADMINISTRATOR SALARY SCHEDULE



FY19 (2018-2019 School Year) FY20 (2019-2020 School Year)

Board Approved and Adopted: June 2019

Signatures of Superintendent of Schools and School Board Chairman on File

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PREAMBLE

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DEFINITIONS

- (1) **EMPLOYEE:** The term "employee" shall refer only to employees covered by these terms of employment.
- (2) **BOARD:** The School Board of Lee County, Florida or its duly authorized representative(s).
- (3) **SUPERINTENDENT:** The Superintendent of Schools for Lee County, Florida, or their designated representative(s).
- (4) **SUPERVISOR:** Superintendent or their designee; designated administrator.
- (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). The workplace does not include duty-free time at conventions or workshops at which students are not present.

ARTICLE 1 – PARTIES

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

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)

3.01 – This article intentionally left blank.

ARTICLE 4 – (BLANK)

4.01 – This article intentionally left blank.

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

- **5.01** This article intentionally left blank.
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5.06 – EMPLOYMENT OPPORTUNITIES

(1) Re-employment of Retirees: Effective July 1, 2010, the following applies to retirees from the Florida Retirement System (FRS) pension plan who return to employment with the District following regular retirement or participation in the FRS Deferred Retirement Option Program (DROP). An employee may not return to employment with an FRS-covered employer until they have been retired for six (6) calendar months. If an employee returns to work during the next six (6) months after retirement/DROP termination, they must suspend further Pension Plan benefits for every month they are employed during this period. The employee will be required to repay any benefits they received when benefits should have been suspended. There are no reemployment exceptions. The employee is not eligible for renewed FRS membership.

5.07 – **AMERICANS WITH DISABILITIES ACT:** Any employee that believes that he or she has 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 his/her job site, performing appropriate duties as identified by his/her 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 PREFENCE:** 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 work day 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.

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 he/she deems appropriate with consultation and notice given to the Safety & Security Department. If the employee believes that the condition has not been corrected, he/she 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 work place.
- **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.
- **6.04 ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess, consume, or sell alcoholic beverages or manufacture, distribute, dispense, possess, or use on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter 893.
- (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.

- (2) **Notice of Conviction:** The District shall take one of the following actions within thirty (30) days of receiving such notice, with respect to any employee who is so convicted:
 - (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.
 - **(b) Failure to Participate:** If the employee fails to participate satisfactorily in such program, the employee may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the Board.
 - (c) **District Action:** Take appropriate personnel action against such employee, up to and including termination.
- (3) **Reasonable Suspicion Testing:** 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.

(4) Exemptions

- (a) **Prescription Drugs:** Possession or use of prescription drugs by an employee for which he holds the prescription is exempt from this section.
- **(b)** Confiscation: Employees who perform duties that require the disposition or confiscation of alcoholic beverages or controlled substances are exempt from this section when performing those specified duties.
- **(5) Employee Assistance Program:** Employee assistance will be available through Human Resources and the Employee Assistance Program (EAP).

ARTICLE 7 – WORK SCHEDULE

- **7.01 WORK DAY:** It is the mutual interest of the parties to standardize the hours of employees, where practicable.
- **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 work day 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 his or her 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** This article intentionally left blank.
- **7.06 VACATION**: All employees working a twelve-month schedule are eligible for vacation time.

ARTICLE 8 – PERFORMANCE EVALUATION

8.01 - Appropriate School Board Policies shall be applied.

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.
- (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 the 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) 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.

- (2) 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.
- (3) 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.
- (4) Last Chance Agreement: Last Chance Agreements shall be specific in nature and when appropriate a duration will be specified.
- (5) **Suspension:** The process for suspension without pay shall be governed by School Board Policy.
- **(6) 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, 2017, 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 Salary:

- (a) New Hire: The first step of each pay grade shall be considered the normal hiring rate for administrators.
- **(b) Change in Position:** Employees currently on the Administrator Salary Schedule may retain the current salary step when moving to a different position within the Administrator Salary Schedule.
- (c) Reemployed Retirees: The base salary for reemployed retirees shall be equal to the initial entry level pay for the position the employee is being hired into.

(2) Instructional Experience: An employee may be eligible to receive experience credit for years of instructional experience (creditable teaching experience or related professional experience). In no case shall an employee receive a reduction in base pay when moving from an instructional position to an Assistant Principal position or from a non-instructional support position to an administrator position.

Instructional Experience	Starting Step
0 to 4 Years	Step 1
5 to 10 Years	Step 6
10 Years or more	Step 7

- (3) **Non-Instructional Experience:** Non-Instructional employees may bring related work experience to the non-instructional administrative position in the same manner, for example an employee moving to Assistant Director in a Department.
- (4) Administrator Experience: Practicing administrators from outside The School District of Lee County will be eligible to receive salary credit for administrator experience according to the table below:

Administrator Experience	Starting Step
0 Years	Step 1
1 to 5 Years	Step 6
6 to 10 Years	Step 8
to 20 Years	Step 10
20 Years or more	Step 12

(5) 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

(1) 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 Positions: Executive positions are at Pay Grade M, signifying that they are based upon the market rate. The salary range for executive positions will be determined by the district market rate, which is based on data from the Economic Research Institute and 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. The market rate for executive positions shall be reviewed annually and base salary for employees in these positions will be no less than the

minimum and no greater than the maximum, as stated below.

Position	Market Rate	Minimum	Maximum
Chief	\$170,717.44	\$136,573.95	\$170,717.44
Executive Director	\$128,038.08	\$102,430.46	\$128,038.08

(c) School-based Administrators: Effective July 1, 2020, school-based administrator positions will be at Pay Grade M, signifying that they are based upon the market rate. The salary range for school-based administrator positions will be determined by the district market rate, which is based on data from the Economic Research Institute and comparable Florida public school districts. Base salary for school-based administrators will be at a fixed rate based upon a standard work year and work day for a full-time employee, i.e. 255 days, 8.0 hours per day, 1.0 FTE, unless otherwise stated.

Position	Position Market Rate		Maximum
Principal	\$105,000.00	\$94,500.00	\$115,500.00
Assistant Principal	\$84,000.00	\$73,500.00	\$94,500.00

(2) Differential Pay

- (a) **Turnaround Schools:** Turnaround Administrators are assigned by the Superintendent to serve at a qualifying school as defined by Florida Statute 1008.33 or by the Superintendent.
 - (1) **Supplement Amount:** The Superintendent is authorized to offer an incentive of up to \$20,000 to principals at Turnaround Schools for the purposes of retaining and recruiting high quality employees for these positions.
 - (2) **Turnaround Administrator:** To be eligible for a Turnaround Administrator position, an administrator must be an experienced administrator and have received an Effective or Highly Effective rating as determined by the School District of Lee County Administrator Evaluation System including the manager portion and Value Added Model (VAM) or by an Administrator Evaluation from another Florida Public School District or comparable institution.
 - (3) Senior Turnaround Administrator: To be eligible for a Senior Turnaround Administrator position, an administrator must have previously led a successful turnaround school and have received an Effective or Highly Effective rating as determined by the School District of Lee County Administrator Evaluation System including the manager portion and Value Added Model (VAM) or by an Administrator Evaluation from another Florida Public School District or comparable institution.
 - (4) Turnaround Matrix: The Turnaround Matrix considers characteristics of the administrator and characteristics of the school. The administrator characteristics include, years of same experience, years of comparable experience, years of leadership experience, years of relevant community work, critical shortage areas, professional development, committee work, professional associations, credentials and licensure, other degrees, publications, awards, and recognitions. The characteristics of the school include, student population, staff population, staff composition, academic history, unique school challenges, and school location.

- (5) Initial Payment: The amount of each payment of the Turnaround Administrator supplement will be based on the overall expected supplement amount, which will be determined by the Turnaround Matrix. Sixty percent (60%) of the supplement will be paid upon Board approval of the administrator's appointment, and the remaining forty percent (40%) will be paid at the conclusion of the school year, based on goal attainment of deliberate practice goals set by the supervisor.
- (6) Assignment and Reappointment: Assignment at a Turnaround School is subject to the Superintendent's annual reappointment recommendation at the Turnaround School. Upon reappointment, the administrator will remain at the location for a minimum of three (3) school years unless otherwise determined by the Superintendent.
- (7) Reassignment and Salary Adjustment: At the completion of the three-year assignment, a Turnaround Administrator who is reassigned to a Turnaround School will be eligible to receive a salary adjustment. Salary adjustments are contingent upon a Highly Effective or Effective rating as determined by the total School-based Administrator Evaluation System, including the manager's rating and Value Added Model (VAM) rating. Any Turnaround Administrator who receives a Needs Improvement or Unsatisfactory rating will not receive a salary adjustment.
- **(8) Retroactive:** Any additional compensation as outlined above shall be retroactive to July 1 of the current fiscal year if delayed due to the receipt of student performance data.
- (9) Change in Assignment: If a Turnaround Administrator is no longer assigned to a school designated as a Focus or Priority in accordance with Florida Statute 1008.33, then the administrator's compensation will be reviewed and adjusted to align with their new position.
- **(b) Administrators on Assignment:** School-based administrators appointed by the Superintendent to an Administrator on Assignment position shall be eligible to maintain their student enrollment supplement and school level supplement for the duration of their assignment.

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 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.
- (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:** As the District moves to the market rate, it is necessary to address salary compressions resulting from changes in Florida Statute and economic conditions over the past ten years. Positions will be moved to the market rate based upon need and availability of funding. Administrators who are employed by the District at the time of Board approval will be eligible for FY19 (2018-2019 school year) and FY20 (2019-2020 school year) increases as follows:
- (1) Three-and-a-half Percent Increase: In order to address equity issues resulting from compression of supervisor and subordinate employee compensation, administrators who are employed by the District at the time of Board approval will receive a 3.5% increase in base salary, effective July 1, 2019. Contract and Executive Level positions will not be eligible for this increase.
- (2) Market Rate Salary Schedule: The Superintendent will make recommendations each year for positions to be moved to the market rate and will consider need and availability of funding. Administrators who are employed by the District and are in a position that is on or scheduled to be moved to the market rate will be paid as follows:
 - (a) Below Market Rate: All employees who are in job classifications that are on or being moved to the market rate who are currently below the market rate for that position will receive an increase in base salary to the market rate, effective July 1, 2020.
 - **(b) Above Market Rate:** All employees who are in a job classification that are on or being moved to the market rate who are currently above the market rate for that position will retain their base salary.

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, 2019, the Board shall contribute \$7,360.80 into the Flex Credits for each employee who is enrolled in Board-Provided Benefits.
- (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 his/her 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 per paycheck (24 pay periods) or \$30 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) of group term life insurance for each eligible employee, with an additional twenty thousand dollars (\$20,000) 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 employment shall be included as one of the forty-five (45) days.
- **11.07 VOLUNTARY BENEFITS:** The Board will make optional voluntary group benefits available to all eligible employees. Employees who participate in voluntary benefits must do so at their own expense or with available Flex Credits. Voluntary benefits shall be recommended by the Insurance Task Force and approved by the Board.
- (1) Eligibility: Regular employees who are regularly scheduled to work twenty (20) or more hours per work week are eligible for the optional group voluntary benefits offered by the Board.
- **11.08 LIABILITY INSURANCE:** The Board will provide liability coverage for employees in amount not less than one million dollars (\$1,000,000) per occurrence.
- **11.09 SELF-INSURANCE FUND RESERVE:** Self-Insurance Fund reserves shall not be transferred out of the fund without the recommendation of the Insurance Task 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.

ARTICLE 12 – LEAVE

- **12.01 SICK LEAVE:** All administrators will be eligible to earn sick leave.
- (1) **Personal Leave:** Each employee shall be allowed five days paid leave for personal reasons each year to be charged against accrued sick leave. Such leave shall not accumulate.
- **12.02 TRANSFER OF SICK LEAVE:** Any employee shall be entitled to transfer sick leave credit from other Florida school districts. In order to use transferred sick leave credits, an employee

must match each day transferred with a sick leave day earned in Lee County (F.S.1012.61).

12.03 - SHARED SICK LEAVE: All employees covered by this salary schedule may donate accrued, earned sick leave to his or her spouse (person to whom the donor is legally married at the time of donation), child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother or sister of the donor employee, but not step-sister or stepbrother) who is also a regular part-time or full-time District employee (not a temporary employee or substitute). The transfer of sick leave will be administered by the Payroll Department. Requests must be in writing to the Payroll Department. The letter of request from the donor must include the total hours requested for transfer, name, and employee ID number of the intended recipient (recipient must be in a position eligible to accrue leave), the work location of the intended recipient, the relationship of the intended recipient to the donating employee, and the employee ID number and location of the employee writing the letter of request. All accrued leave of the intended recipient must be depleted prior to the transfer. The maximum number of shared sick leave hours to be transferred at one time will be calculated as follows: 20 days multiplied by the number of recipient work hours per day. Donated hours cannot be used by the recipient for the purpose of terminal pay. Unused donated hours shall revert to the donor employee upon the recipient's return to work or termination of employment. The recipient will not accrue leave while using donated hours. The donated leave must be used for illness only and must be supported by medical verification from a physician upon request.

ARTICLE 13 – (BLANK)

13.01 – This article intentionally left blank.

ARTICLE 14 – (BLANK)

14.01 – This article intentionally left blank.

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 two (2) years: FY19 (2018-2019 school year) and FY20 (2019-2020 school year).
- **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 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.

15.06 – **EXPIRATION:** These terms of employment shall expire on June 30, 2020, and in no event shall any other articles contravene the expiration of these terms of employment. In the event that successor terms of employment are not board approved, these terms of employment will carry over indefinitely.

ADMINISTRATIVE POSITIONS				
Position	JDE	Work Year	Pay Grade	Last Board Action
SUPERINTENDENT				
Superintendent	S-21.01	Contract	Contract	01/22/2019
ATTORNEYS				
Board Attorney	A-16.01	Contract	Contract	03/13/2018
Attorney, Staff	A-16.02	Contract	Contract	01/22/2019
CHIEFS				
Chief Academic Officer	C-3.02	255	M	07/31/2018
Chief Financial Officer	C-3.03	255	M	07/26/2016
Chief Human Resources Officer	C-3.05	255	M	01/22/2019
Chief Information Officer	C-3.07	255	M	07/26/2016
Chief Operations Officer	C-3.09	255	M	07/26/2016
DIRECTORS				
Executive Director, District Constituent Services and Fine Arts	E-12.08	255	M	07/31/2018
Executive Director, Financial Services	E-12.07	255	M	02/27/2018
Executive Director, Government & Community				
Relations	E-12.16	255	M	06/27/2017
Executive Director, Infrastructure Services	E-12.17	255	M	06/27/2017
Executive Director, Leadership Development	E-12.10	255	M	07/31/2018
Executive Director, Leadership, Professional				
Development, and Recruitment	E-12.18	255	M	01/22/2019
Executive Director, Operational Planning and Project				
Management	E-12.15	255	M	03/21/2017
Executive Director, Operations	E-12.19	255	M	07/31/2018
Executive Director, Strategic Engagement and				
Community Partnerships	E-12.13	255	M	07/31/2018
Executive Director, Student Enrollment	E-12.12	255	M	07/31/2018
Executive Director, Transportation Services	E-12.04	255	M	07/15/2005
Executive Director, Turnaround Schools	E-12.14	$\frac{255}{255}$	M	09/13/2016
Director, Accountability, Assessment, and Research	D-11.25	255	15	07/31/2018
Director, Adult and Career Education	D-11.65	255	15	07/31/2018
Director, Business Services	D-11.47	255	15	07/26/2016
Director, Compensation and Labor Relations	D-11.66	255	14	01/22/2019
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, Diversity and Inclusion	D-11.68	255	14	02/27/2018
Director, English for Speakers of Other Languages (ESOL)	D-11.26	255	14	07/31/2018
Director, Exceptional Student Education (ESE)	D-11.04	255	15	07/31/2018
Director, Financial Services	D-11.03	$\frac{255}{255}$	15	02/27/2018
Director, Fleet & Safety	D-11.08	255	15	05/22/2018
Director, Food and Nutrition Services and District				
Warehouse Operations	D-11.17	255	15	02/27/2018
Director, Grants and Program Development	D-11.50	$\frac{255}{255}$	15	07/31/2018
Director, Innovation Services		$\frac{255}{255}$	14	02/13/2018
Director, Insurance and Benefits Management		255	15	01/22/2019
Director, Internal Auditing	D-11.11 D-11.13	$\frac{255}{255}$	14	02/27/2018
Director, Maintenance	D-11.53	$\frac{255}{255}$	15	05/02/2017
Director, Payroll	D-11.20	$\frac{255}{255}$	15	02/27/2018
Director, Planning, Growth and Capacity	D-11.58	$\frac{255}{255}$	14	01/22/2019

Position	JDE	Work Year	Pay Grade	Last Board Action
Director, Positive Prevention	D-11.27	255	15	07/31/2018
Director, Procurement Services	D-11.09	255	15	02/27/2018
Director, Professional Standards and Equity	D-11.36	255	14	01/22/2019
Director, Safety and Security	D-11.57	255	14	01/22/2019
Director, School Counseling and Mental Health Services	D-11.01	255	15	03/26/2019
Director, School Psychological and Social Work Services	D-11.29	255	15	07/31/2018
Director, School Transformation	D-11.69	255	15	07/31/2018
Director, Staffing and Talent Management	D-11.07	255	15	01/22/2019
Director, Strategic Communications	D-11.51	255	15	01/22/2019
Director, Strategic Planning & Community Engagement	D-11.67	255	15	06/27/2017
Director, Student Enrollment	D-11.28	255	15	07/31/2018
Director, Teaching and Learning (Elementary)	D-11.63	255	15	07/31/2018
Director, Teaching and Learning (Secondary)	D-11.64	255	15	07/31/2018
Director, Title I, Migrant, Early Childhood, and Head Start Programs	D-11.02	255	15	07/31/2018
Director, Transportation Services	D-11.14	255	15	07/26/2016
Director, Turnaround Schools	D-11.59	255	15	01/22/2019
Assistant Director, Budget	A-21.10	255	13	02/27/2018
Assistant Director, Elementary Curriculum	A-21.39	255	13	06/27/2017
Assistant Director, Curriculum and Instructional Innovation (Secondary)	A-21.38	255	13	07/31/2018
Assistant Director, Exceptional Student Education	A-21.20	255	13	07/31/2018
Assistant Director, Financial Accounting, Property				
Inventory, and Records Management	A-21.07	255	13	02/27/2018
Assistant Director, Health Services	A-21.01	255	13	07/31/2018
Assistant Director, Infrastructure Services	A-21.12	255	13	02/13/2018
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	07/31/2018
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	02/27/2018
Assistant Director, Professional Development	A-21.34	255	13	01/22/2019
Assistant Director, Recruitment	A-21.40	255	13	01/22/2019
Assistant Director, School Counseling and Mental Health Services	A-21.37	255	13	01/22/2019
Assistant Director, School Psychological Services	A-21.41	255	13	12/12/2017
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
COORDINATORS				
Coordinator, Adult and Career Education	C-46.10	255	12	07/31/2018
Coordinator, Business Services	C-46.73	255	12	02/27/2018
Coordinator, Capital Projects Management	C-46.01	255	12	03/26/2019
Coordinator, Continuous Improvement	C-46.48	255	12	01/22/2019
Coordinator, Employee Wellness Programs	C-46.44	255	12	01/22/2019
Coordinator, Energy Management	C-46.57	255	12	05/02/2017
Coordinator, English Language learner (ELL)	C-46.56	255	12	07/31/2018
Coordinator, Exceptional Student Education (ESE)	C-46.69	255	12	07/31/2018
Coordinator, Food and Nutrition Services (Special Projects				
and Student Wellness)	C-46.62	255	12	02/27/2018
Coordinator, Grants Development	C-46.40	255	12	07/31/2018
Coordinator, Graduation	C-46.70	255	12	07/31/2018

Position		JDE	Work	Pay	Last Board
			Year	Grade	Action
Coordinator,	Head Start Program	C-46.04	255	12	01/22/2019
	Health Services	C-46.43	255	12	07/31/2018
Coordinator,	Human Resources Information Systems	C-46.52	255	12	01/22/2019
Coordinator,	Information Technology (Capital				
Project Mana	agement)	C-46.53	255	12	01/22/2019
Management		C-46.60	255	12	01/22/2019
Services)	Information Technology (Technical Support	C-46.59	255	12	01/22/2019
	Maintenance Services	C-46.68	255	12	05/02/2017
Coordinator,	Mental Health Services	C-46.02	255	12	01/22/2019
Coordinator,	Procurement Services	C-46.74	255	12	02/27/2018
Coordinator,	Professional Development	C-46.71	255	12	01/22/2019
Coordinator,	Professional Standards and Equity	C-46.03	255	12	01/22/2019
Coordinator,	Projects	C-46.72	255	12	01/22/2019
Coordinator,	Resource Development	C-46.75	255	12	06/27/2017
	Safety and Security	C-46.51	255	12	01/22/2019
	School Counseling Services	C-46.55	255	12	07/31/2018
·	Superintendent's Office	C-46.67	255	12	02/09/2016
	Teaching and Learning	C-46.34	255	12	07/31/2018
·	Trade Extension	C-46.09	255	12	01/22/2019
	O ADMINISTRATORS	0 10.00	200	12	01/22/2010
Principal		P-6.01	255	14	07/31/2018
Principal, Le	ee Virtual School and Emerging Technology	P-6.02	255	14	07/31/2018
Principal, Tu	ırnaround School	P-6.03	255	14	07/31/2018
	ipal, Turnaround School	SP-1.01	255	15	07/31/2018
	athwest Florida Public Service Academy	D-11.60	255	14	07/31/2018
1	tor, Technical Colleges	SD-1.01	255	15	07/31/2018
Assistant Pri		A-36.01	206, 216, 226	12	07/31/2018
	incipal, On Special Assignment	A-36.02	206, 216, 226	12	07/31/2018
PROGRAM ADM					
_	ministrator, Title I and Migrant	P-12.05	255	12	07/31/2018
SENIOR ADMINISTRATOR					
Senior Administrator, Transportation Services		A-21.13	255	13	05/22/2018
	SENIOR PROGRAM MANAGER				
Senior Program Manager, Construction		SM-1.03	255	15	11/14/2017
ENGINEERS	ENGINEERS				
	Engineer, Building Services		255	10	05/02/2017
Manager, Pr	roject (Facilities)	E-1.07	255	12	03/26/2019
TREASURER					
Treasurer		T-8.01	255	12	02/27/2018

ADMINISTRATOR SUPPLEMENT SCHEDULE

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		AS	SISTANT PRINCII	PALS
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.

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.

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

FY18 Principal Lead Supplement

Lead Principal: To be eligible for the Lead Principal supplement, a Principal must have four or more years of experience as a Principal, one of which must be in the School District of Lee County, must have completed Principal Coaching training within the last three 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.

The Principal Lead shall be eligible to receive a supplement up to \$6,000. Three thousand dollars (\$3,000) will be paid upon acceptance of the supplemental position and the remaining three thousand dollars (\$3,000) may be paid based upon receiving an Effective or Highly Effective rating in FY18 as determined by the School District of Lee County Administrator Evaluation System including the manager portion and Value Added Model (VAM).

Other Supplements

thei supplements			
Unique School Challenge			
New Program	\$1,000.00		
Major Construction or Renovation	\$1,000.00		
New	Facility		
(Effective upon appointment and for the first full school year)			
Principal	\$2,000.00		
Assistant Principal	\$1,000.00		
Misce	llaneous		
District Bargaining Team Member	\$1,500.00		
(Per Bargaining Unit) – Chiefs Not Eligible			
District-Wide Curriculum/Special Area	\$2,000.00		
(limit one Administrator per curriculum			
area)			

ADMINISTRATOR PAY SCALE FY19 DAILY RATES

(BASED ON AN 8-HOUR DAY)

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	267.97	270.66	273.36	276.09	278.85	281.64	284.48	287.30	290.17	293.08	296.02	298.96	301.95	304.97	308.02	311.10	314.20	317.35
11	286.72	289.60	292.48	295.41	298.37	301.35	304.36	307.40	310.49	313.58	316.71	319.89	323.10	326.32	329.59	332.89	336.22	339.58
12	306.80	309.86	312.96	316.08	319.24	322.44	325.67	328.93	332.21	335.54	338.90	342.30	345.70	349.18	352.64	356.19	359.75	363.35
13	328.26	331.55	334.88	338.22	341.61	345.02	348.47	351.94	355.47	359.03	362.63	366.25	369.90	373.61	377.35	381.12	384.93	388.77
14	351.24	354.75	358.30	361.88	365.49	369.16	372.85	376.57	380.35	384.14	387.98	391.85	395.78	399.73	403.73	407.76	411.82	415.93
15	375.83	379.60	383.40	387.21	391.09	395.00	398.95	402.95	406.97	411.07	415.17	419.32	423.51	427.72	432.01	436.32	440.70	445.10

ADMINISTRATOR PAY SCALE FY20 DAILY RATES

(BASED ON AN 8-HOUR DAY)

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	277.36	280.16	282.96	285.76	288.64	291.52	294.40	297.36	300.32	303.36	306.40	309.44	312.48	315.68	318.80	322.00	325.20	328.48
11	296.72	299.76	302.72	305.76	308.80	311.92	315.04	318.16	321.36	324.56	327.76	331.12	334.40	337.76	341.12	344.56	348.00	351.44
12	317.52	320.72	323.92	327.12	330.40	333.76	337.04	340.48	343.84	347.28	350.80	354.32	357.76	361.44	364.96	368.64	372.32	376.08
13	339.76	343.12	346.64	350.08	353.60	357.12	360.64	364.24	367.92	371.60	375.36	379.04	382.88	386.72	390.56	394.48	398.40	402.40
14	363.52	367.20	370.88	374.56	378.32	382.08	385.92	389.76	393.68	397.60	401.52	405.60	409.60	413.76	417.84	422.00	426.24	430.48
15	388.96	392.88	396.80	400.80	404.80	408.80	412.88	417.04	421.20	425.44	429.68	434.00	438.32	442.72	447.12	451.60	456.16	460.64