ADMINISTRATOR SALARY SCHEDULE



CONTRACT

FY21 (2020-2021 SCHOOL YEAR) FY22 (2021-2022 SCHOOL YEAR) FY23 (2022-2023 SCHOOL YEAR)

FEBRUARY 2021

TABLE OF CONTENTS

| PREAMBLE | i |
|--|------------|
| DEFINITIONS | ii |
| ARTICLE 1 - PARTIES | 1 |
| ARTICLE 2 – RIGHTS, PRIVILEGES, RESPONSIBILITIES | 2 |
| ARTICLE 3 - (BLANK) | 3 |
| ARTICLE 4 - (BLANK) | 4 |
| ARTICLE 5 - GENERAL EMPLOYMENT PRACTICES | 5 |
| ARTICLE 6 - WORKING CONDITIONS | 10 |
| ARTICLE 7 - WORK SCHEDULE | 14 |
| ARTICLE 8 - PERFORMANCE EVALUATION | |
| ARTICLE 9 - DISCIPLINARY PROCEDURES | 17 |
| ARTICLE 10 - COMPENSATION | 20 |
| ARTICLE 11 - BENEFITS | |
| ARTICLE 12 - LEAVE | |
| ARTICLE 13 – PARTICIPATORY DECISION-MAKING | |
| ARTICLE 14 - (BLANK) | 33 |
| ARTICLE 15 – DURATION AND ACCEPTANCE | 34 |
| Administrative Positions | |
| Administrator Supplement Schedule | |
| Administrator Pay Scale | Appendix C |

PREAMBLE

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

positive relationship that has been built with all employees and seeks to continue this

positive relationship through open, honest, and regular communication.

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 work load, including employees hired for intermittent (irregular) or seasonal (recurring annually) work schedules.

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10 **(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) IMMEDIATE SUPERVISOR:** The 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 1.01 These terms of employment are unilaterally presented by the School Board of Lee
- 2 County, also referred to as the District, and contain the terms of employment for all full-time
- 3 or part-time administrators employed by The School District of Lee County, Florida, unless
- 4 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)

1 **3.01 –** This article intentionally left blank.

ARTICLE 4 – (BLANK)

1 **4.01 –** This article intentionally left blank.

ARTICLE 5 – GENERAL EMPLOYMENT PRACTICES

5.01 – STATUS AND REAPPOINTMENT

(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.

 (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:

(1) **Professional Development:** Completion of 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 employee and will be measured in non-consecutive years and months. Any tie in seniority shall be decided at the discretion of the District.

5.03 - TRANSFER: In accordance with School Board Policy 5.30, employees may be

(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.

5.04 – This article intentionally left blank.

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.
- **(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) 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.

(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 1.23. 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.

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 or more 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 a drug abuse assistance ore rehabilitation program, the District will recommend non-reappointment, suspend, or terminate the employee

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

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

(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.

(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.

(4) Exemptions

 (a) Prescription Drugs: Possession or use of prescription drugs by an employee for which they hold 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 if performing those specified duties.

(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

1 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.

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 – **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 work days' 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

1 Day.

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

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(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 - 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 coworker that is subject to these terms of employment. Notice of representation by an attorney must be provided in writing. 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 five (5) 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. Disciplinary action will be based upon a totality of circumstances rather than solely upon use of technology.

 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 and 1012.335, and Florida Administrative Code 6A-5.056. 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.

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- (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: 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: 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.

(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.

(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 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 | larket Rate Minimum | |
|--------------------|--------------|---------------------|--------------|
| Chief | \$170,717.44 | \$136,573.95 | \$170,717.44 |
| Executive Director | \$128,038.08 | \$102,430.46 | \$128,038.08 |

(3) 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

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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.

10.03 - 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. Nonconsecutive 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 | \$250.00 |
| 15 to 19 Years | \$500.00 |
| 20 to 24 Years | \$1,000.00 |
| 25 to 29 Years | \$1,500.00 |
| 30 or More Years | \$2,000.00 |

(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.

10.04 - NON-STANDARD RATE OF PAY

- (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 work day. 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.

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 (15th) 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 February 1, 2021 or later, 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: All administrators who are employed by the District will receive a 1.4% increase in base salary. Chiefs and Executive Directors will not be eligible for this increase.
- **(2) One-time Bonus:** All administrators with a District start date in a regular position on or before September 1, 2020 will receive a one-time bonus of \$294.50. Chiefs and Executive Directors will not be eligible for the one-time bonus.
- (3) Market Rate Salary Schedule: The District is in the fourth year of a transition to a Market Rate Salary Schedule. The Superintendent will make recommendations each year for positions to be moved to the Market Rate Salary Schedule and will consider need and availability of funding. Funding is not available to support moving positions to the Market Rate for FY21 (2020-2021 school year).
- (4) Longevity Pay: In order to acknowledge the dedicated service of District employees, a

- longevity supplement will be created with payment to be 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).
 - (a) Ten (10) to Fourteen (14) Years: An employee with ten (10) to fourteen (14) years will receive a supplement in the amount of \$250.00.
 - **(b) Fifteen (15) to Nineteen (19) Years:** An employee with fifteen (15) to nineteen (19) years will receive a supplement in the amount of \$500.00.
 - (c) Twenty (20) to Twenty-four (24) Years: An employee with twenty (20) to twenty-four (24) years will receive a supplement in the amount of \$1,000.00.
 - (d) Twenty-five (25) to Twenty-nine (29) Years: An employee with twenty-five (25) to twenty-nine (29) years will receive a supplement in the amount of \$1,500.00.
- **(e) Thirty (30) or More Years:** An employee with thirty (30) or more years will receive a supplement in the amount of \$2,000.00.

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, 2020, the Board shall contribute \$8,104.80 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 an 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 \$25.00 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 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 an amount not less than one million dollars (\$1,000,000.00) per occurrence.

11.09 - RETIREMENT: The District participates in the Florida Retirement System (FRS) and

1 contributes on behalf of all eligible employees.

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3 (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 4 5 Program is mandatory for these employees.

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7 11.10 - SOCIAL SECURITY: The District makes Social Security contributions on behalf of all 8 eligible employees.

ARTICLE 12 – LEAVE

12.01 – SICK LEAVE: All administrators will be eligible to earn sick leave.

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(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.

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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).

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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 step- brother) 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: twenty (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.

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12.04 – REWRITE: The District will bring a recommendation for consideration in FY22 (2021-2022 school year) that includes a clear and concise re-write of Article 12 (Leave).

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.

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 – (BLANK)

1 **14.01 –** This article intentionally left blank.

ARTICLE 15 – DURATION AND ACCEPTANCE

| 1 | 15.01 – EFFECTIVE: These terms of employment shall be effective the day after ratification by |
|---|--|
| 2 | the Board. |
| | |

15.02 – This article intentionally left blank.

15.03 – DURATION: The duration of these terms of employment is three (3) years: FY21 (2020-2021 school year), FY22 (2021-2022 school year), and FY23 (2022-2023 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, 2023, 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.

FY21 (2020-2021 school year), FY22 (2021-2022 school year), and FY23 (2022-2023 school year) Administrator Salary Schedule

This Salary Schedule is approved by the School Board for the School District of Lee County and signed this 9th day of February, 2021.

Gregory K. Adkins, Ed. D.

Date

Date

te Debbie Jordan

School Board Chair

APPROVED

Date

FEB 0 9 2021

SCHOOL BOARD OF LEE COUNTY

Angela J. Pruitt, Ph. D.

Chief Negotiator

Superintendent

| ADMINISTRATIVE POSITIONS | | | | | |
|---|--------------------|------------|-----------|--------------------------|--|
| Title | JDE | Work Year | Pay Grade | Last Board Action | |
| SUPERINTENDENT | | | | | |
| Superintendent of Schools | S-21.01 | Contract | Contract | 01/22/2019 | |
| ATTORNEYS | • | | | | |
| 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 | М | 08/27/2019 | |
| 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 | М | 08/27/2019 | |
| Chief of Staff | C-3.06 | 255 | М | 07/30/2019 | |
| Chief Operations Officer | C-3.09 | 255 | М | 08/27/2019 | |
| EXECUTIVE DIRECTORS | | | | | |
| Executive Director, Alternative Programs and Student Discipline | E-12.05 | 255 | М | 07/30/2019 | |
| Executive Director, Business Services | E-12.07 | 255 | М | 08/27/2019 | |
| Executive Director, Constituent Services and Fine Arts (District) | E-12.08 | 255 | М | 08/27/2019 | |
| Executive Director, Government and Community Relations | E-12.16 | 255 | М | 08/27/2019 | |
| Executive Director, Leadership, Professional Development, and Recruitment | E-12.18 | 255 | М | 01/22/2019 | |
| Executive Director, Operational Planning and Project Management | E-12.15 | 255 | М | 08/27/2019 | |
| Executive Director, Operations | E-12.19 | 255 | М | 08/27/2019 | |
| Executive Director, Safety, Security, and Emergency Management | E-12.09 | 255 | М | 09/08/2020 | |
| Executive Director, School Development | E-12.10 | 255 | М | 07/30/2019 | |
| Executive Director, Strategic Engagement and Community Partnerships | E-12.13 | 255 | М | 08/27/2019 | |
| Executive Director, Student Enrollment | E-12.12 | 255 | М | 07/31/2018 | |
| Executive Director, Student Services | E-12.06 | 255 | М | 07/30/2019 | |
| Executive Director, Technology Operations | E-12.17 | 255 | М | 08/27/2019 | |
| Executive Director, Transportation Services | E-12.04 | 255 | М | 08/27/2019 | |
| Executive Director, Turnaround Schools | E-12.14 | 255 | М | 08/27/2019 | |
| DIRECTORS | <u> </u> | | | | |
| 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 | 14 | 08/27/2019 | |
| Director, Budget | D-11.47 | 255 | 15 | 08/27/2019 | |
| 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, Construction Projects Management | SM-1.03 | 255 | 15 | 08/27/2019 | |
| Director, Continuous Improvement | D-11.67 | 255 | 14 | 08/27/2019 | |
| Director, Diversity and Inclusion | D-11.68 | 255 | 14 | 08/27/2019 | |
| Director, Early Childhood Learning Services | D-11.02 | 255 | 15 | 06/23/2020 | |
| Director, English for Speakers of Other Languages | D-11.26 | 255 | 14 | 08/27/2019 | |
| 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, 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 | |
| Director, Information Security Assurance | D-11.05 | 255 | 14 | 07/30/2019 | |
| | | | | | |
| Director, Innovation Services | D-11.54 | 255 | 14 | 08/2//2019 | |
| Director, Innovation Services Director, Insurance and Benefits Management | D-11.54 D-11.11 | 255 255 | 15 | 08/27/2019 01/22/2019 | |

| Divertor Maintenance Comisses | D 11 F2 | 255 | 15 | 08/27/2019 |
|--|--------------------|----------|----|------------|
| Director, Maintenance Services Director, Payroll | D-11.53 D-11.20 | 255 | 15 | 08/27/2019 |
| | | | | |
| Director, Planning, Growth, and Capacity | D-11.58 | 255 | 14 | 01/22/2019 |
| Director, Positive Prevention | D-11.27 | 255 | 15 | 07/31/2018 |
| Director, Procurement Services | D-11.09 | 255 | 15 | 08/27/2019 |
| Director, Professional Standards | D-11.36 | 255 | 14 | 07/30/2019 |
| Director, Safety and Security | D-11.57 | 255 | 14 | 01/22/2019 |
| Director, School Counseling and Mental Health Services | D-11.01 | 255 | 15 | 07/28/2020 |
| Director, School Psychological and Social Work Services | D-11.29 | 255 | 15 | 07/28/2020 |
| Director, School Transformation | D-11.69 | 255 | 15 | 08/27/2019 |
| 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, 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 IV and STEM Programs | D-11.16 | 255 | 15 | 01/28/2020 |
| Director, Transportation Services | D-11.14 | 255 | 15 | 08/27/2019 |
| Director, Turnaround Schools | D-11.59 | 255 | 15 | 01/22/2019 |
| ASSISTANT DIRECTORS | | | | |
| Assistant Director, Budget | A-21.10 | 255 | 13 | 08/27/2019 |
| 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 | 07/28/2020 |
| 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, Infrastructure Services | A-21.12 | 255 | 13 | 08/27/2019 |
| 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, Recruitment | A-21.40 | 255 | 13 | 01/22/2019 |
| 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 | A-21.13 | 233 | 13 | 03/22/2010 |
| 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, Capital Projects Management | C-46.73 | 255 | 12 | 03/26/2019 |
| Coordinator, Capital Projects Management Coordinator, Charter School Operations | C-46.01 | 255 | 12 | 07/30/2019 |
| · | C-46.15 C-46.35 | 255 | 12 | 12/10/2019 |
| Coordinator, Continuous Improvement | C-46.35 C-46.48 | | | 01/22/2019 |
| Coordinator, Continuous Improvement | | 255 | 12 | |
| 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 | 08/27/2019 |
| 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, Fine Arts (Performing Arts) | C-46.19 | 255 | 12 | 09/08/2020 |
| Coordinator, Food and Nutrition Services (Special Projects and Student Wellness) | C-46.62 | 255 | 12 | 08/27/2019 |
| 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 | 01/12/2021 |

| Coordinator, Health Services | C-46.43 | 255 | 12 | 07/28/2020 |
|--|---------|--------------------|----|------------|
| Coordinator, Human Resources (Information Systems) | C-46.52 | 255 | 12 | 01/22/2019 |
| 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, Maintenance Services | C-46.68 | 255 | 12 | 08/27/2019 |
| Coordinator, Mental Health Services | C-46.02 | 255 | 12 | 07/28/2020 |
| Coordinator, Operations | C-46.36 | 255 | 12 | 01/12/2021 |
| 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, Superintendent's Office | C-46.67 | 255 | 12 | 08/27/2019 |
| Coordinator, Teaching and Learning | C-46.34 | 255 | 12 | 07/31/2018 |
| Coordinator, Threat Assessment | C-46.37 | 255 | 12 | 01/12/2021 |
| Coordinator, Trade Extension | C-46.09 | 255 | 12 | 01/22/2019 |
| Program Administrator | P-12.05 | 255 | 12 | 01/12/2021 |
| Treasurer | T-8.01 | 255 | 12 | 08/27/2019 |
| SCHOOL-BASED ADMINISTRATORS | | | | |
| Principal | P-6.01 | 255 | 14 | 07/28/2020 |
| 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 |
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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 | | 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.

School Level Supplement

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

| PRINC | PALS* | 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 Valued Added Model (VAM). | JE |
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| | FY21 ADMINISTRATOR PAY SCALE (ANNUAL BASE SALARY)* | | | | | | | | | | | | | | | | | |
|-----------|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 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 | \$71,716.98 | \$72,440.97 | \$73,164.97 | \$73,888.96 | \$74,633.64 | \$75,378.33 | \$76,123.01 | \$76,888.38 | \$77,653.74 | \$78,439.80 | \$79,225.85 | \$80,011.90 | \$80,797.95 | \$81,625.38 | \$82,432.12 | \$83,259.54 | \$84,086.96 | \$84,935.07 |
| 11 | \$76,722.89 | \$77,508.94 | \$78,274.31 | \$79,060.36 | \$79,846.42 | \$80,653.15 | \$81,459.89 | \$82,266.63 | \$83,094.06 | \$83,921.48 | \$84,748.90 | \$85,617.70 | \$86,465.81 | \$87,334.60 | \$88,203.40 | \$89,092.88 | \$89,982.36 | \$90,871.84 |
| 12 | \$82,101.15 | \$82,928.57 | \$83,755.99 | \$84,583.42 | \$85,431.53 | \$86,300.32 | \$87,148.43 | \$88,037.91 | \$88,906.71 | \$89,796.19 | \$90,706.36 | \$91,616.52 | \$92,506.00 | \$93,457.54 | \$94,367.71 | \$95,319.24 | \$96,270.78 | \$97,243.01 |
| 13 | \$87,851.74 | \$88,720.54 | \$89,630.70 | \$90,520.19 | \$91,430.35 | \$92,340.52 | \$93,250.68 | \$94,181.54 | \$95,133.07 | \$96,084.61 | \$97,056.84 | \$98,008.37 | \$99,001.28 | \$99,994.19 | \$100,987.10 | \$102,000.69 | \$103,014.29 | \$104,048.57 |
| 14 | \$93,995.37 | \$94,946.90 | \$95,898.44 | \$96,849.98 | \$97,822.20 | \$98,794.43 | \$99,787.33 | \$100,780.24 | \$101,793.84 | \$102,807.43 | \$103,821.03 | \$104,875.99 | \$105,910.27 | \$106,985.92 | \$108,040.89 | \$109,116.54 | \$110,212.88 | \$111,309.21 |
| 15 | \$100,573.39 | \$101,586.98 | \$102,600.58 | \$103,634.86 | \$104,669.14 | \$105,703.42 | \$106,758.38 | \$107,834.03 | \$108,909.68 | \$110,006.02 | \$111,102.36 | \$112,219.38 | \$113,336.40 | \$114,474.11 | \$115,611.82 | \$116,770.21 | \$117,949.29 | \$119,107.68 |

^{* 255 8-}hr. days