

CONTRACT
BETWEEN THE
SCHOOL BOARD OF SAINT LUCIE COUNTY
AND THE
EDUCATION ASSOCIATION OF ST. LUCIE -
CLASSROOM TEACHERS' ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2025

FORT PIERCE, FLORIDA

(Ratified February 28, 2022)

PREAMBLE

This Contract, entered into this February 28, 2022, by and between the School Board of Saint Lucie County, Florida, hereinafter called "Board" and the Education Association of St. Lucie, hereinafter called the "Association," and continuing in effect through June 30, 2025. The Board and the Association recognize teaching as a profession and believe that mutual understanding, and cooperation, and effective communications between the Board and the professional staff is in the best interest of the school system.

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DEFINITIONS

1. Annual Contract: shall mean the contract issued to all instructional employees for the duration of one school year.
2. Association: shall mean the Saint Lucie County Classroom Teachers Association, Inc.
3. Authorized Association Representative: shall mean any person delegated the authority to represent the Association by letter from the president.
4. Bargaining Unit: shall mean all certified, contractual, regular employees as defined in PERC order #07E-045 issued March 6, 2007 and any subsequent PERC orders to date. The term “bargaining unit” shall be synonymous to the term “teacher”.
5. Board: shall mean the School Board of Saint Lucie County.
6. Common Planning Time: Collaborative instructional planning of teachers for shared students or common content (e.g. grade groups, teams, departments, small learning communities). (Ratified 12/09/10)
7. Continuing Contract: shall mean the contract issued to instructional personnel who have met the requirements stated in Statute 1012.33 prior to July 1, 1984, subject to statutory changes.
8. Contract: shall mean the agreements reached between the negotiating team of the Saint Lucie County School Board and the Saint Lucie County Classroom Teachers Association which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Saint Lucie County Classroom Teachers Association and Saint Lucie County School Board.
9. Countywide Consultations Committee: shall mean a committee of the CTA/CU Executive Board members to meet with the Superintendent or his/her designee once a month at a time and place mutually agreed upon to discuss working conditions covered by the contract and contract implementation.
10. Day: shall mean calendar day unless otherwise specified.
11. Extended School Year (ESY) Services: Extended School Year Services are identified as individual instructional services beyond the regular 180-day school year for students with disabilities receiving special education services. (Ratified 12/09/10)
12. Faculty Council: The Faculty Council is a working group whose purpose is to implement the School Improvement Plan, support the operation of the school, and serve in an advisory capacity to the school principal. As a function of this purpose, the Faculty Council will determine the use of release time on the Early Release Choice Days designated by the

District Master Calendar. The Faculty Council shall meet monthly at a minimum and other times as needed. (Ratified 9/2015)

13. Formal Observation: shall mean any observation made by an administrator or supervisor for which prior notice has been given to the teacher being observed and which is at least one class length or equivalent length of time and is recorded on the formal observation form or reduced to writing in any attached form.
14. Forum: a voluntary meeting where staff development opportunities are provided during the teacher's planning period.
15. Grievance: A written allegation by a grievant that a dispute, disagreement, or difference exists between the grievant and the employer involving the interpretation or application of this contract.
16. Grievant: A member of the bargaining unit by name or members of the bargaining unit by names filing a grievance(s). The Association may be the Grievant.
17. Instructional Design Days: time to be used to collaboratively design instruction that incorporates newly learned instructional strategies from recent professional development. The intent is for this day to be used as an extension of professional development as specified in the school's approved school improvement plan. (Ratified 12/2008)
18. Manual Physical Restraint: Shall mean the use of physical restraint techniques that involve physical force applied to restrict free movement of all or part of a student's body consistent with School Board Policy 3.44 (2)(b). (Ratified 1/14/14)
19. Official Planning Period: The Principal will establish the official planning period for each teacher and notify teachers in writing either individually or in the Teacher Handbook. The official planning period is the time subject to all contractual stipulations in Article IV, Section E.
20. Planning Time: time spent in groups or individually during the work day for preparation of the instructional program and work required activities.
21. Probationary Period: For 10-month employees the probationary period is defined as one contract year of 196 work days. For employees who are hired before the 99th day of the contract year (or for other contract lengths one day more than half the contract length) their probationary period will be complete at the end of the contract year. For employees hired after the 99th day of the contract year, (or for other contract lengths one day less than half the contract length) their probationary period will carry over to the following contract year and will conclude on the 196th day of employment (or for other contract lengths, the length of the total contract).
22. Professional Service Contract: shall mean the contract issued to instructional personnel who have met the requirements stated in Statute 1012.33 of Florida School Law on or after July 1, 1984, subject to statutory changes

23. Protected Planning Time: Protected common planning time (principal directed) no more than one day a week. (Ratified 12/09/10)
24. Reasonable Force: Shall mean the appropriate level or degree of physical force necessary to maintain a safe and orderly learning environment consistent with School Board Policy 3.44(2)(d)(iii). (Ratified 12/09/10)
25. Record-Keeping Time: time to be used for the issuing and recording of grades, IEP paperwork, and attendance verification and/or other record-keeping requirements. (Ratified 12/2008)
26. Reduction in Force: The reduction in instructional staff district-wide as a result of budget reductions or reductions in student enrollment including categorical position eliminations. Reduction in staff at individual worksites due to decreased student enrollment at a particular school is not considered a reduction in force.
27. Seniority: seniority for purposes of transfer, reduction and recall: A teacher's seniority is the years, months, and days employed in the district as a teacher. Time spent on unpaid leave of absences shall not be credited as time worked for seniority purposes, except for unpaid leaves to earn college credits. Documentation of credits earned during year of leave must be submitted in order to receive seniority credit. Seniority ceases at the time of the termination of a teacher's employment and is not revived by the subsequent re-employment of the teacher.
28. Summer School Programs: Educational Programs offered during the summer for eligible students district wide.
29. Teacher: shall mean any person defined in the bargaining unit.
30. Teacher on Special Assignment and Non-Classroom Teachers: Teachers on Special Assignment (TSA) and Non-Classroom Teachers (NCT) are teachers who have been assigned to perform duties other than classroom instruction. It is recognized that Teachers on Special Assignment and Non-Classroom Teachers are not administrators and shall not supervise, evaluate, or assume an administrative role over members of the bargaining unit.
31. Work (Working) Day: Any day that an employee would be expected to report to work based on their contract.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as provided in F.S.447.307 for all certified, contractual, regular employees as defined in PERC order #07E-045 issued March 6, 2007 and any subsequent PERC orders to date.
- B. The Board agrees not to negotiate with or recognize any teachers' organization until such organization is recognized by the Board and certified by the Public Employees Relations Commission.

ARTICLE II

ASSOCIATION, MANAGEMENT, AND TEACHER RIGHTS

- A. The Association and its representative shall have the right to use school buildings at such times that they do not interfere with school activities, provided the Association has been given such permission and assignment of space by the principal, and approved by the Superintendent.

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this request.

B. Bargaining Unit Communication

The Association may post notices of activities and matters on appropriate bulletin boards at each school site, as determined by the principal. The Association may use teacher mail boxes and e-mail located at each school. All such posting and putting up of mail and e-mail will be handled during non-instructional time, before and after the students' school day and during the member's duty-free lunch period. A copy of each District-wide communication placed in the member's box or e-mail by the building representative or his/her designee will be received at the Superintendent/designee's office and the principal's office at the same time as distribution to the teachers. A copy of each school-wide communication placed in the member's box by the building representative or his/her designee will be received by the Principal at the same time as distribution to the teachers. All bulletins, printed materials, and other communications distributed under this section must show originator. The e-mail will only be used for intra-school communications.

C. Dues

The Saint Lucie County School Board agrees to deduct dues, and other fees from teachers' payroll checks when authorized to do so by the employee, and remit such to the Association. The total deduction per regular payroll check will be the same for all members who have payroll deductions and shall be determined by the Association. The finance department and members of the Association will be notified in writing by the Association before any change can take place, but no change will take place until such deduction can be programmed and will be in effect no later than 90 days after the authorization is received by the finance department. Individual authorizations already in effect will continue unless discontinued by teachers. Authorized deductions will not take place until such deductions can be programmed and will be in effect no later than sixty (60) calendar days after the authorization is received by the Payroll Department.

1. Teachers who terminate services, or request that deductions be stopped by submitting a thirty (30) day written notification to the Board and to the Association will not have any additional or supplemental amounts deducted by the Board. Any remaining dues for these people will be handled by the Association and the individual if any are owed.

2. The granting of the privilege of dues deduction shall not be construed to authorize or require any agency, shop or maintenance of membership obligation upon employees.
3. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request.

D. Management Rights

All management rights and management functions not expressly delegated in this agreement are reserved to the Board.

E. Board Agendas

The Board agrees to provide the Association with a copy of the Board agenda at least two (2) calendar days prior to each regular Board meeting. Any materials absent from the package shall be provided to the Association upon release to the School Board members. The Association shall have the right to present its position on committee or staff reports prior to the Board's action.

F. Release Time Union Activities

In addition to the leave of absence granted to the President of the Association, under Article XI, Par. R., designees of the Association shall be allowed, with pay, additional time off to attend Association convention and training and to attend to union business if such activities cannot be taken care of other than during the normal workday. However, this leave shall be limited to a group total of 25 days, of which 10 are designated for training purposes, measured from July 1 for all persons participating. The Association will notify the Board at least five (5) days in advance of such leave time, except in cases of emergency. Any such leave shall not exceed five consecutive workdays. The Association agrees to reimburse the Board for any and all substitute costs incurred during these days off. The Association will reimburse the Board within ten (10) days after receiving a statement for reimbursement for substitute cost. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of granting a leave under this section. Additional days may be approved by the Superintendent for lobbying purposes.

G. The Board agrees to make available, upon specific and reasonable request, all public documents, such as the tentative budget, budget amendments, financial reports, FTE data, personnel information relative to members of the bargaining unit, etc. The Board further agrees to furnish the Association a copy of any of this material at a cost of \$.15 per page.

This paragraph does not preclude the Association from requesting documents necessary to execute this contract or the Association's responsibilities to effectively represent members.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which may arise resulting from the interpretation and/or application of this contract.

B. Definitions:

The term "days" shall mean working days.

C. Rights and Responsibilities of the Grievant

The lodging of any grievance shall be the exclusive right of the members in the bargaining unit or the Association. If a member of the bargaining unit institutes this grievance, the member waives all rights to use any other appeal procedure relating to the grievance until exhausting all the steps of the grievance procedure. Grievant retains the right to elect to withdraw the grievance, provided it is in writing. A grievance may be withdrawn at any level but may not be filed a second time. The Association may grieve on its own behalf involving those contractual items directly and exclusively relating to the Association.

D. In the event a member of the bargaining unit has a grievance, he/she shall abide by the management decision involved, prior to and during the time the grievance has been filed and is being processed.

E. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party.

F. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.

G. Right to Representation:

The Grievant shall have the right of Association representation at each step of the grievance procedure, including the Informal Discussion, and the grievant shall be required to be present at each step. The grievant shall have the right to present the grievance(s) to the designated representative of the Board and to have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the collective bargaining contract and a representative of the Association has been given the opportunity to be present at such adjustment(s).

H. Informal Discussion:

In the event that a member of the bargaining unit believes there is a basis for grievance, the individual should first discuss, in person, the alleged grievance with the principal, immediate supervisor, or superintendent or his/her designee authorized to settle the grievance. Such

informal discussion shall take place within five (5) working days after the grievant should reasonably have had knowledge of the alleged violation of the contract. Other parties may be present at the informal discussion with the mutual consent of the principal and/or immediate supervisor and the member or their representative.

I. Step I:

When a member or members of the bargaining unit has a grievance he/she may file a formal grievance in writing on an approved form with his/her principal and/or immediate supervisor. The statement of grievance shall state in writing the facts giving rise to the grievance, the specific article(s), and section(s) of the contract which has been violated and the specific relief and/or remedy sought. Grievance must be filed within fifteen (15) working days after the grievant should reasonably have had knowledge of the alleged violation of the contract but in no case may a grievance be filed six (6) months after the occurrence of the grievance. The principal, immediate supervisor, or Superintendent or his/her designee authorized to settle the grievance shall have ten (10) working days after receipt of the grievance in which to hold a conference with the grievant. The grievant and the Association shall be advised, at least two working days in advance, in writing of the time, place and date of such conference and the grievant shall have the right to have present at such hearing a representative of the Association if he/she chooses. A written decision from the immediate supervisor must be rendered within ten (10) working days after the conclusion of the conference. Copies will be sent to the grievant and the Association. If the grievance does not apply at the building or supervisory level, the grievant may submit such grievance in writing directly to the Superintendent.

J. Step II:

If the disposition of the grievance in Step I is not satisfactory to the parties or does not fall within the stated time limit, the grievant may submit the grievance within ten (10) working days of receipt of the disposition of the grievance made in Step I to the Superintendent or his/her designee. Within the ten (10) working days of receipt of the grievance the Superintendent or his/her designee shall hold a conference to resolve such grievance at a mutually agreed upon date, time and place. The grievant and the Association shall be advised, at least two (2) working days in advance, in writing of the time, place and date of such hearing and the grievant shall have the right to have present at such conference a representative of the Association if he/she chooses. A written decision by the Superintendent or his/her designee must be rendered within ten (10) working days after the conclusion of the conference. Copies will be sent to the grievant and the Association.

K. Step III:

If the grievant is not satisfied with the disposition of the grievance made in Step II, the grievant may move the grievance to arbitration by filing a request for such with the Superintendent within ten (10) working days after receipt of the written disposition made at Step II. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. The grievant will pay the entire cost of arbitration if the grievant moves the grievance to arbitration without prior written consent of the Association. The Arbitrator shall be selected by mutual strike in accordance with the rules of the American Arbitration Association which shall govern the selection of the Arbitrator and the arbitration proceedings. The Arbitrator shall not have

the power to add to, subtract from, modify or alter the terms of the collective bargaining contract.

1. He/She shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where there is a possible violation of a section of this Contract.
2. His/Her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this Contract as affecting any individual member or group of members individually identified within the bargaining unit; and shall not imply obligations and conditions upon the Board other than those which are specifically included in this Contract.
3. He/She shall have no power to establish salary schedule.
4. In rendering decisions, the Arbitrator shall give due regard to the responsibilities and rights of the Board and member(s) and shall so construe the Contract that there will be no interference with such responsibilities and rights, except as they may specifically be conditioned by this Contract.
5. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred to the parties without decision or recommendations on its merits.

The Arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision no later than thirty (30) days from the date of the close of the hearings or final submissions. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions on the issues submitted. The decision of the Arbitrator, made in conformity to the definition of his/her authority by law, and restricted by the constraints within this Contract shall be submitted to the Board and the Association and shall be final and binding upon the parties.

L. Further Understanding:

The time limits provided in this article shall be strictly observed but may be extended by mutual written consent of the Superintendent or his/her designee and the Association. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. A grievant will not be compelled to attend meetings on days that are not workdays, unless the grievance regards termination or suspension without pay. In cases of termination or suspension without pay the grievance steps will be conducted as quickly as practical for both parties, upon mutual consent of the parties.

No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative or any other participants in the grievance

procedure by reason of such participation. All grievances may be filed and/or lodged by the grievant during the normal school day, provided that such filing shall be during non-instructional time and/or such filing does not disrupt the educational process. If the grievant, principal, the immediate supervisor, Superintendent or his/her designee or the hearing officer is ill, or on approved leave, the time limits may be extended to such time that the grievant, principal, the immediate supervisor, Superintendent or his/her designee and hearing officials involved with the dispute and resulting grievance have the right to have representation at conferences and hearings as outlined in Article III, H – K. All documents pertaining to a grievance shall be filed separately from the grievant's personnel folder(s). All provisions of this procedure shall be strictly adhered to except where they are mutually altered in writing by the Board and the Association. Grievances can be lodged and/or filed concerning only and limited to the terms of this Contract.

ARTICLE IV

TEACHING CONDITIONS

TIME

A. Work Year/Hours

1. The Board and the Association agree that the working year for teachers constitutes 196 days, five (5) days of the 196 day contract as paid holidays for employees. Teachers contracted for 10.5 months will have a 206 day working year with five (5) paid holidays included. Teachers contracted for eleven months will have a 216 day working year with six (6) paid holidays included. The holidays will be determined by the Board. Teachers contracted for twelve months will have a working year determined by the Board not to exceed 250 days with six (6) paid holidays included. The Board and the Association further agree that the working day for teachers constitutes 7 ½ hours, and that each appropriate principal or supervisor will determine the arrival and leaving time of the teachers assigned to their respective schools or staffs. Each teacher shall be entitled to a thirty (30) minute uninterrupted duty free lunch.
2. In order to meet the requirements of FS 1011.62 regarding the Lowest Performing Elementary School list, the following will apply for any school on the list each year:
 1. On student attendance days, the teacher work day will be seven hours and fifty minutes.
 2. Teachers will be compensated for the additional time at their regular rate of pay.
 3. Leave time will be accrued based on hours worked.

These provisions apply only to the school year in which a school appears on the FLDOE's Lowest Performing Elementary Schools list.

3. Unpaid holidays shall include January 1, Martin Luther King Day, President's Day, a Fall holiday, Thanksgiving (2 days), Spring holiday, Memorial Day and Fourth of July.

B. Compensatory Time – (Ratified 09/28/2013)

1. Events/Activities/Functions

Teachers shall not be required to attend school events or perform functions outside the regular 7.5 hour work day beyond a maximum of 6 hours per year. All work outside the regular work day shall be compensated either monetarily or with compensatory time. Teachers shall not be required to attend school events or perform functions on weekends or holidays. Use of such time will be approved by the administrator with a result of minimum disruption of the educational program. Compensatory time must be taken during the current school year in which it was earned.

2. Meetings: Faculty/Staff/Professional Development

- a. In addition to the regular workday, employees shall not be required to remain longer than ninety (90) scheduled minutes per month for meetings. In addition, meetings will

not exceed sixty (60) scheduled minutes at any one session beyond the regular workday.

- b. The principal and Faculty Council will work to develop an annual schedule of meetings to be provided to staff at the start of each school year. Changes to the yearly schedule will be provided to staff in a timely manner except in an emergency.
- c. Compensatory time will be earned by staff, when monetary compensation is not awarded, for attending meetings held beyond the regular 7.5 hour workday. In-service points may also be earned if appropriate.
- d. If it becomes necessary to schedule meetings on teacher workdays, the length of the meeting shall not exceed one hour. No meetings shall be scheduled on professional development days.

C. Faculty Meetings

There shall be twenty-four (24) hours notice given for all general faculty meetings and county-wide committee meetings, except in case of emergencies.

D. Disruption of Instruction

- 1. Rooms and/or areas in which classes are being held shall be free from unnecessary interruptions by maintenance and custodial workers. When necessary interruptions are to take place, reasonable efforts will be taken to notify the teacher in advance to allow for appropriate planning and/or rearranging of schedule.
- 2. Use of the intercom and school-wide communication shall be planned so as to not interrupt instruction unless an emergency exists. An effort will be made to rotate assemblies, testing programs, and other school-wide activities which would disrupt the normal classroom instruction and teacher planning time so that the same classes are not continually affected.

E. Planning

The Board and the Association agree that adequate planning time is important to the improvement of the quality of instruction. Interruptions to planning time will be minimized whenever possible.

- 1. Teachers shall have a continuous, uninterrupted block of time daily that is no less than 45 minutes. In schools with block schedules, the official planning time minutes must equate to the same number of minutes biweekly as this provision.
- 2. The official planning time for each teacher will be provided to them in writing either individually or in the Faculty Handbook. The Principal will not direct the official planning time more than one day a week, except during the last 4 full weeks of the academic year when the principal shall not direct any of the official planning time. This paragraph applies only to the official planning time. (Ratified December 5, 2018)
- 3. Classes shall not be combined in order to provide teachers with preparation periods.

4. In elementary schools whenever a Resource teacher, i.e., music, physical education, is in charge of the class the classroom teacher shall be entitled to leave the classroom and use this time for planning.

5. When any Resource teacher at the elementary level, including guidance, is unavailable to allow a classroom teacher to have a scheduled planning time, a substitute if available will be hired.

F. Workdays

The Board shall provide one teacher workday per nine week period. An effort will be made for the teacher workday to correspond with the preparation of report cards.

G. Early Release Days (Ratified December 5, 2018)

The Board agrees to provide eight (8) early release days each school year to be used as Record-Keeping, Planning for Instruction, or Professional Development for teachers to utilize. Of the eight (8) two (2) hour Early Release Days, three (3) will be designated as early dismissal for record-keeping days on which no meetings or in-service activities will take place and one (1) day will be designated as a professional development day. The remaining four (4) Early Release Days will be designated as Early Release Choice Days with their use to be determined by Faculty Council at each work site. The days may be designated as a record keeping day, a planning day, or a professional development day for the purposes of this agreement. The Board and the Association will jointly determine the dates for the Early Release Days.

In addition, one full day annually will be designated as $\frac{1}{2}$ professional development and $\frac{1}{2}$ record keeping.

H. Fundraisers

1. When it becomes necessary for teachers to participate in a fund raising project, which may include collection of monies, distribution of sales materials and products, etc. reasonable effort will be made to limit the disruptions of instruction time.

2. No sales activities shall be conducted at the school site. (School fund raising projects are exempt.)

I. Standardized Tests

1. Whenever it is required that classes of students be assessed through the use of a standardized test, the Board shall provide means of scoring the test.

2. Regular classroom teachers shall be responsible for collection and security of standardized test materials in their possession until returned to guidance or other person designated by the Principal.

3. Classroom teachers shall not be responsible for overnight storage and security of standardized test materials so long as the test materials have been given to the guidance counselor or other person designated by the principal.

J. Itinerant Teachers

1. Employees shall not be required to travel during their uninterrupted duty-free lunch period. Lunch shall be exclusive of preparation or travel allowance time. Employees who are required to divide their work assignments between two (2) or more work locations during the same work day shall be given reasonable travel time.
2. Teachers assigned to more than one school site will be furnished with all applicable written school communications supplied to other faculty members.

DUTIES AND RESPONSIBILITIES

K. Supervision

In order to provide supervision of students, it is essential that teachers assume responsibility for such assignments as bus duty, playground duty, hall duty, etc. as part of the working day. There shall be a fair and equitable distribution of such duties and responsibilities among all teachers consistent with law and governmental regulations. During the school day at no time should the teacher to student ratio exceed one teacher to one hundred students in any given area.

L. Student Absence

Teachers shall not be required to contact parents to determine the reason for a student's absence.

M. Cumulative Folder Checklist

Cumulative folder checklists will be completed only when a student leaves the school. Cumulative folders will be kept current by those individuals designated by the principal. This will not be a responsibility of classroom teachers.

FACILITIES AND SUPPLIES

N. The Board agrees:

1. To provide each teacher with a key, where applicable, to each classroom in which he/she teaches. Further, the Board agrees to provide a lockable space with keys to each teacher within his/her assigned classroom/area. Keys shall be returned to the proper building official at the end of the year.
2. One desk will be provided for each teacher. All teacher desks purchased in the future will be lockable.
3. To provide a copy of the teacher's edition for all current county adopted texts used in each course a teacher is teaching.
4. A storage area or bookshelves will be provided in each classroom.

5. Off-street parking for teachers shall be provided.
6. The Board shall make available in each school a lunchroom area and restroom facilities for teacher use and at least one room appropriately furnished and properly ventilated shall be reserved for use as a faculty lounge and/or work area.
7. All doors shall be maintained in workable condition. Doors shall be installed in all necessary places as required by law.
8. Every effort will be made to provide all schools with a hard surface playing area and a covered physical education facility.

O. Loss of Personal Property

The district will provide up to a maximum of \$500 per incident for a covered loss for personal property from the perils of fire or flood damage to the District's building within which the property was located. This coverage would be excess over any other valid and collectible insurance, including the teacher's homeowner policy. The teacher retains a burden of proof in determining the value of the destroyed or damaged property, as well as the fact that the property was in the district's building at the time of the incident. The amount of the loss shall be based on the cost of the item when purchased. It is specifically intended that this coverage does not apply to:

- A. Theft
- B. Vandalism
- C. Mysterious disappearance
- D. Inherent vice, vermin, insects, wear and tear
- E. Short circuit, etc. unless fire ensues
- F. Loss by work on property unless fire or explosion ensues
- G. Fraud or criminal action by employees
- H. Rain, snow or sleet to property in the open
- I. Dampness, rust, etc.
- J. Mechanical breakdown
- K. Loss to steam boilers, except by fire box explosion
- L. Wet or dry rot; settling or cracking
- M. Freeze loss without due diligence
- N. War exclusion
- O. Nuclear exclusion

The above statement should not be considered an interpretation of the School board's property insurance company's terms and conditions. The final determination of coverages shall remain with the insurance company's policy language which is in force at the time of loss.

P. School Phones

Teachers may make reasonable use of school phones. All personnel will adhere to the school policy and procedure regarding the use of school phones to make long distance calls. A phone will be installed in a designated teacher lounge or an accessible area in each school for making

long distance calls. Teachers will not be expected to use their personal phones for school related communications.

Q. Phone Messages

When a caller explains a message as an emergency, it will be delivered immediately to the teacher. All other messages will be placed in the teacher's mail box or delivered as soon as possible.

R. Access to Work Site

When school is not in session, teachers may be given access to the building provided the teacher has made a request for access by the close of the school day and has arranged for such access with the principal.

S. School Recognition Ceremonies

All reasonable requests for teachers to attend school recognition ceremonies during the school day for their children will be approved by the principal. Time will be approved when it results in a minimum disruption of the educational program. Teachers may use compensatory or personal leave.

TECHNOLOGY (Ratified 8/9/16)

T. The Board agrees to provide all teachers with:

1. Access in assigned classroom to an operational computer workstation that is connected to the district's established electronic communication system specified in the District Digital Classroom Plan. A clearly defined process for ensuring and tracking access to required applications will be developed by each school no later than two (2) weeks before 10-month employees report to work.
2. Computer workstation capable of running required district applications.
3. Access to a means of presenting/projection available for use in each classroom.
4. Computer application utilizing a grade book program.
5. Printing capabilities, including confidential printing, available from each teacher's computer workstation. The District will work with the Association and Faculty Council at each site to determine placement of school wide printers and copiers for optimal efficiency of each work site.
6. Training for all programs that teachers are required to utilize.
7. Additional time and/or resources for teachers to complete required tasks when interruptions to service occur.
8. A telephone with long distance capabilities and the ability to make confidential phone calls, will be available for teachers' use in each school. The District will work with the

Association and Faculty Council at each site to determine placement of long distance capable telephones for optimal efficiency of each worksite.

U. District Wide Software Review

When a change in curriculum software is being considered for District wide use, the Association President shall appoint two (2) bargaining unit members to participate in the review process.

V. The District Digital Classroom Plan will be reviewed annually and include at least two (20) members of the bargaining unit appointed by the Association President. The Plan will include what constitutes a standard teacher technology workstation.

W. Unauthorized Technology Use

1. A teacher shall not be liable for unauthorized use of a computer by another person unless it can be proven that the teacher did not follow School Board procedures in regard to preventing unauthorized use. All teachers are required to follow School Board Policy including St. Lucie County School Board Policy 6.32 Telecommunication, Electronic Communication, and Website Use by Employees and Other Non-Student Authorized Users.
2. A copy of Policy 6.32 Telecommunication, Electronic Communication, and Website Use by Employees and Other Non-Student Authorized Users will be provided to each teacher at the beginning of the school year.

X. Employee Personal Technology

1. The district may not require an employee to install or use any electronic application on any employee personal device. This paragraph is not intended to discourage the use of health and safety applications at the member's discretion.

EXCEPTIONAL STUDENT EDUCATION AND STUDENT SERVICES

Y. IEP, 504 and Other Educational Plans

1. Teachers shall be notified prior to scheduling any parent-teacher conference concerning an IEP or 504 Plan. The teacher shall also be notified as to the time, place and purpose of said parent-teacher conference. Such conference shall be scheduled with minimum disruption to the educational program and be mutually agreeable to the parent. Whenever it becomes necessary for the principal to request a teacher to leave his/her students for a parent-teacher conference, the principal or his/her designee will assume responsibility for the students.

When a teacher attends a parent-teacher conference for an IEP Plan, scheduled before or after the regular working day, a stipend shall be paid, if available, as provided in the budget. If a stipend is not paid, then compensatory time shall be earned. When a teacher attends a parent-teacher conference for a 504 Plan scheduled before or after the regular working day, compensatory time shall be earned.

The above will apply to academic improvement conferences when scheduled by the principal.

2. When an IEP or 504 plan is written for a student, all appropriate faculty and staff who have responsibility for implementation shall receive access to an electronic copy of the plan as soon as possible after finalization of the plan, but no later than 2 working days.
3. No teacher shall be held accountable for implementation of an IEP/504 plan until he/she has received a copy of the Plan.
4. Within the first 10 days of a new school year, teachers will receive a list of all students within their classes who have an IEP or 504 plan, and will be notified throughout the year of any changes and/or updates to plans for his/her students.
5. Within the first 5 days of a new school year, a written schedule for self-contained ESE classrooms will be developed for 30 minute duty-free lunch, contractual planning time and appropriate breaks and lunch for all ESE staff assigned to the classroom. When changes to the schedule are necessary a written schedule will be developed and provided to the teacher and staff. Teacher and staff input will be considered in the development of the schedule.

Z. ESE Student Placement

1. Teachers who have educational responsibility to the student will be invited to the eligibility/placement staffing if coverage is available.
2. Placement of ESE students into regular classrooms shall meet all of the requirements for a least-restrictive environment as defined in the Individuals With Disabilities Education Act (IDEA).
3. Teachers, who provide educational services to a student, shall be notified of the IEP meeting and given the opportunity for input.
4. In making a decision on the placement of a student with special needs the following conditions will be provided and/or considered:
 - a. The appropriate training and/or technical assistance of the receiving teacher.
 - b. The consideration of the size of student enrollment prior to and during placement of students in the receiving teacher's class, and shall not exceed the recommended standards.
 - c. When determined by the IEP team, a trained Paraprofessional and/or appropriate ESE support staff shall be provided as indicated in the IEP. Trained Paraprofessionals providing personal services to students with disabilities in accordance with the IEP shall be responsible for the personal care and other assistance that may be required. When the Paraprofessional is absent, a substitute, if available, shall be hired to perform his/her duties.
 - d. Clear administrative procedures shall be established for carrying out emergency evacuation drills.

- e. Rooms housing students shall be equipped with appropriate intercommunication devices.

5. All students recommended for evaluation shall be considered within sixty (60) calendar days.

AA. ESE District Advisory Committee

1. The Association will appoint two (2) representatives as members of the ESE District Advisory Committee. The Association will be notified in advance of meeting dates and times. A copy of the agenda and meeting minutes will be provided to the Association.

BB. Health Procedures

1. General Education classroom/resource teachers shall not be required to administer medication or perform medical or invasive procedures on a routine basis. Students who may require an emergency health procedure administered by the general education classroom/resource teacher (such as Diastat) will first be assigned to teachers who volunteer to be trained and are willing to perform the emergency health procedure. The list of staff that are trained to perform the procedure may include the general education classroom/resource teacher, but he/she will be used in a “last resort” capacity. A school protocol for the procedure will be given to each teacher who may potentially have to perform the procedure. Once the identified “first responders” from the emergency procedures list have arrived, the general education classroom/resource teacher will not be required to perform the emergency health procedure. (Ratified 1/2008)
2. If a student’s personal needs require a self-care aide or paraprofessional, the self-care aide or paraprofessional will be responsible for personal care and other assistance. The general education classroom/resource teacher will not be responsible for personal care on a routine basis.
3. A school based committee at each school shall, in conjunction with the ESE District office staff, review the options available to provide a continuum of services for Exceptional Student Education on their campuses. The responsibilities of the committee shall include, but not be limited to: (1) assisting with the identification of the continuum of programs and services available at each school; (2) reviewing and recommending to the Principal and the Director of Exceptional Student Education possible resources (equipment, personnel, supports) to assist students with disabilities with their full and equal participation in the general education classroom; (3) assisting the Principal and Director of Exceptional Student Education with the development and implementation of the Best Practices for Inclusive Education plan for each school district and for each school within the district (1003.57, F.S.); (4) coordinate professional development opportunities for faculty and staff designed to assist teachers and staff with providing specialized instructional strategies for students with disabilities accessing the general education program at each school; and (5) coordinate flexible and strategic scheduling practices each spring to ensure that students with disabilities are provided full opportunity for participation in the least restrictive environment with their non-disabled peers.

The school based committee at each school site shall meet as often as deemed necessary but no less than once per year. A record of each meeting shall be maintained at the school.

4. Employees may refer students to the school health paraprofessional to determine if they are suspected of having a communicable health condition. Students suspected of having a communicable health condition as determined by the health paraprofessional may be sent home with the approval of the principal. Any student sent home and returning to school shall be readmitted as determined by the principal.

ARTICLE V

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Teaching Assignments

1. The Board shall designate positions to be filled and prescribed qualifications for those positions.
2. Tentative teaching assignments shall be available no later than three (3) weeks prior to beginning of each semester. Whenever a change to a teaching assignment becomes necessary, the teacher will be given two (2) weeks' written notice.
3. In the staffing of new facility, teachers who apply with the most seniority in the District shall be considered for a position in their certified area when consistent with applicable laws and court orders.
4. Every effort will be made by principals to assign teachers to a position for which they are in-field and/or highly qualified. If a position has been advertised, interviews conducted and no acceptable candidate has been found to take a position 15 days prior to the start of school for teachers, a teacher can be chosen from the current staff and placed out-of-field for one year. Unless the teacher opts in writing to remain out-of-field for the following year, every effort will be made to place the teacher in a position in-field for the following year in either his/her current school or at another school in the district. This provision will not apply to teachers out-of-field for ESOL. (Ratified 11/17/11)
5. For a teacher placed out-of-field or who is in a position for which he/she is not highly qualified, the final evaluation will note that he/she was not teaching in-field when the evaluation was conducted. (Ratified 11/17/11)
6. Teachers, who teach at least one state tested subject in grades 6 – 12, may not be required to have more than three (3) preparations for substantively different courses, excluding college level courses, credit recovery, ESE and ESOL without their written consent. Regular and honors level courses are not considered different preps for purposes of this provision.

B. Class Size, Class Load, and Specialized Instruction

It is the duty of the Superintendent to recommend and the Board to establish class size, class load, and specialized instruction for the children attending public school in Saint Lucie County pursuant to Florida Statute.

ARTICLE VI

TEACHER AUTHORITY AND PROTECTION

STUDENT DISCIPLINE

A. **Assault and Battery**

Any case of assault/ battery upon a teacher while on duty, shall be required to be reported promptly to the Principal/Supervisor by that employee and any other employee observing or having knowledge of the assault. In cases involving assault/battery upon a teacher while on duty, the Board will advise the teacher of rights and obligations of handling the incident by Law Enforcement and Judicial Authorities. A teacher shall not be subject to discipline, or reprisal for initiating or participating in good faith in filing a report with law enforcement. Copies of reports generated by the incident shall be given to the teacher within two workdays of receipt of the report by the Board. The Principal shall report to the Superintendent/designee by the next workday after an assault, that an assault upon an employee has been reported to him/her.

B. **Corporal Punishment**

Each principal will provide to the teachers under his/her supervision a written statement of the procedures regarding corporal punishment in his/her school.

C. **Property Damage Resulting From Assault**

A teacher, while acting within the scope of his/her employment, who is a victim of a student assault, shall be entitled to receive reimbursement for property damages resulting from the assault if the teacher can substantiate such to his/her immediate supervisor and the Superintendent. The maximum amount eligible for reimbursement in any one incident is \$200 unless it can be shown from a doctor's statement that adequate replacement or repair would cost more. In these cases the maximum amount eligible will be \$400. No payment will be made if coverage for damages is provided from another source such as insurance, Workman's Compensation, etc.

D. **Student Removal From and Return to Classroom**

When a teacher refers a student(s) to the principal or his/her designee for disciplinary action, the student(s) shall be retained in the principal's or his/her designee's office for the remainder of that period. In elementary classes, a period shall be defined as one (1) hour. In cases where a student is returned to class prior to the end of the period, the student will be accompanied by the principal or adult designee. Upon request, the principal or designee will inform the teacher of the action taken at a time when it will not interrupt instruction. A student(s) returning to the classroom from a discipline referral unaccompanied by an adult shall remain the responsibility of the principal or his/her designee until the student(s) reaches the classroom. Any student(s) who displays violent behavior toward themselves or others should be removed from the classroom until disciplinary action has been taken.

1. Student Discipline at each school site will be implemented in accordance with the Board's approved Student Code of Conduct. In no way is this meant to interfere with the principal's right to determine student discipline within the Code of Conduct or under statute.
 2. Students displaying violent behavior toward faculty and staff as determined by the school administrator/designee shall be disciplined in accordance with the Student Code of Conduct and the student will not be returned to the referring staff member's class for the remainder of the day the infraction took place. The staff member referring the student(s) must be sent in writing the disciplinary action taken within 24 hours of the final disposition.
- E. Referrals written by teachers will not be changed or converted to another type of report without consultation with the teacher. Administration retains the right to determine appropriate discipline for student conduct.

GENERAL PROTECTIONS

F. Change of Student Grade

If the principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period or on the cumulative folder, the principal shall consult with the teacher, if available, who issued the original grade; the reasons for the necessary change shall be placed in writing in the student's cumulative folder and signed by the principal.

G. Textbook Accountability

Teachers will follow the principal's procedures for textbook and school-issued materials, supplies and equipment accountability. When a teacher has followed said policy, a teacher shall not be held financially responsible for textbooks and school-issued materials, supplies and equipment checked out to his/her room or to his/her students.

H. Transportation of Students

1. Teachers will not be required to transport pupils to and from activities that take place away from the school grounds.
2. If teachers are authorized and voluntarily agree to transport students in Board provided vehicles for an approved school-related activity, the teacher shall receive written notice generally outlining the Teacher's and Board's responsibilities and liabilities. Further, teachers will be paid the hourly salary reflected on the St. Lucie County Bus Driver's beginning driver salary schedule for any actual driving time in addition to any supplement or per diem to which they are entitled.
3. Teachers who transport students shall have access to the District's Bus Driver Training Programs.

I. Complaints and Investigations of Teachers

The School District or school based administrators shall conduct an investigation as expeditiously as possible of any formal complaint filed against a teacher. Upon determination that the district is in receipt of a complaint that should be investigated, the teacher will be notified within (two) 2 business days of the complaint and the nature of the allegations against them. However, such notice requirement shall not prevent the district from utilizing information obtained while determining whether a formal review is required by the district.

1. For any complaint to be used for evaluative purposes, written documentation must be provided to the member of the bargaining unit in a timely manner. Anonymous complaints and/or statements cannot be the only source used as the basis of Progressive Discipline or evaluative action.
2. Investigations of members of the bargaining unit that may result in Progressive Discipline shall include an Allegation Meeting. Progressive Discipline will not be issued except for just cause.
3. No documentation of complaints found to be unfounded or based only on sources anonymous to either party will be included in a teacher's personnel file.
4. Individuals notified of an allegation will be notified of the outcome of the investigation upon completion.
5. The district will inform the member of the bargaining unit in writing of any investigation that was reported to the Department of Education for possible investigation. Notification will occur within 5 business days of reporting.

J. Personnel Files

1. Personnel files are housed in the Human Resources Department of the St. Lucie County School District. Additional personnel file information is maintained at the employee's worksite.
2. Records will be kept in accordance with Florida Statute 1012.31. Individual employees may review their school personnel file and/or total personnel file by scheduling an appointment at least twenty-four (24) hours in advance with the Human Resources Administrator or Principal.
3. No written discipline will be added to a teacher's personnel file without the review and written approval of a Human Resources Administrator for compliance with St. Lucie County School Board Policy. Teachers will be given a copy of any material to be added to their personnel file and may provide a written response to the material.

K. Student Assignment

Teachers may request a student not be assigned to their class. If the principal requires the request will be submitted in writing. The Principal will respond in writing to the teacher's request within five (5) workdays.

L. Classroom Observation by Someone Other Than Administrator

Observation of a teacher's class by other than administrative, supervisory and instructional personnel shall be allowed only after consent of the principal and after written notification to the teacher has taken place. The administration agrees to inform all parents yearly by written communication that it is the district's policy that all parents who desire to observe a teacher's class must give 24 hour notice to the school of this desire. Parents may not audio or videotape classroom activities without the teacher's permission.

M. Teacher Reprimand

No Administrator shall reprimand a teacher in the presence of students, parents, colleagues, or others except when the colleagues may be in a representative capacity. This prohibition is not intended to prevent more than one administrator from being present at the reprimand in an official capacity. No recording devices shall be used during any meetings between a teacher and administration and/or parents except with the permission of all parties involved.

N. Progressive Discipline

Disciplinary action shall be for just cause and shall be administered in a manner to correct behavior. Progressive Discipline actions may be taken against an employee in the following ways:

1. Written summary of conference
2. Written letter of concern
3. Written letter of reprimand.
4. Suspension without pay (on recommendation of the Superintendent and approval by the School Board).
5. Termination (on recommendation of the Superintendent and approval by the School Board).

Progressive discipline is designed to correct behavior and will normally follow progressive discipline; this does not preclude the district from moving to a lower or higher level of discipline up to and including termination, depending on the severity of the offense. Examples of offenses that may be deemed severe and warrant a move to higher levels of discipline include, but are not limited to, immorality, misconduct in office, gross insubordination, willful neglect of duty, or conviction of any crime involving moral turpitude.

Summaries of Conference and Letters of Concern are not subject to the grievance or arbitration process unless the action being addressed must be reported to the Department of Education in accordance with F.S. Sections 1012.795 and 1012.796. The grievance timeline will begin when the member receives either the Summary of Conference or the Letter of Concern, and notification that items are being sent to the Department of Education.

O. Garnishments

In every case in which an attempt is made to enjoin the School Board as garnishee, the Board shall interpose its right to exemption as an agency of the state. The Internal Revenue Service is the only agency to the knowledge of the Board that does have the legal right to demand funds withheld from an employee's salary and remitted to it.

The Superintendent, or his/her designee, in response to a written request by an appropriate recognized lending institution or credit bureau for credit purposes, is authorized to give the following information:

1. Length of employment
2. Status of employment
3. Salary

In no case shall the Superintendent give, in response to such requests, any opinion as to the character of the individual concerning whom the inquiry is made or reveal anything of a confidential nature.

P. Student and Intern Teacher Assignments

Assignments of an intern or student teacher to a supervisory teacher shall be made only with voluntary consent of the supervisory teacher. Teachers shall be assigned no more than one (1) intern and/or student teacher per school year. All monies generated in the school system because of the acceptance of intern or student teachers shall be paid directly to the supervisory teacher(s). The supervisory teacher shall not be assigned to substitute on a full-time basis for another absent teacher.

Q. Use of Reasonable Force and Manual Physical Restraint (Ratified 12/09/10)

1. Training – Employees who may reasonably be expected to utilize either reasonable force or perform manual physical restraint in the performance of their job duties shall be trained within 30 school days of being assigned to a student, classroom, or position where reasonable force or manual physical restraint may be expected to be used. The District agrees to provide training for all employees on the rights and responsibilities associated with the use of reasonable force and manual physical restraint consistent with School Board policy 3.44 upon employment and to provide refresher courses on a more frequent basis for employees assigned to students, classrooms, or positions where reasonable force or manual physical restraint may be expected to be used.
2. Reporting – Employees who have had to perform manual physical restraint in the course of their job duties or use reasonable force, will complete the required reporting form within the established timelines and shall have the right to consult with their representative before submitting such. This right does not limit the principal or his/her designee from reporting the use of manual physical restraint or the use of reasonable force to the parent in accordance with established guidelines.

- R. Traffic Safety – When instructional personnel are assigned to duty requiring traffic control or to duty during student drop-off and pick-up, he or she will be provided with appropriate equipment and training prior to performing such duty.

ARTICLE VII

GENERAL EMPLOYMENT PRACTICES

A. District Required Medical Examinations

The Association and the Board agree that:

1. The cost of all physical and psychiatric tests or examinations taken by the teacher at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.
2. At all times the choice from among state licensed physicians and psychiatrists shall be made by the teacher from a list provided by the School Board. No teacher shall be compelled to submit to any test or examination without a written statement of the need for such examination from the School Board or its designee.
3. A teacher shall have the right to seek an additional opinion or judgment from among state licensed physicians or psychiatrists of the teacher's choosing. The cost shall be borne by the teacher and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after receipt of the report by the teacher of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the teacher.
4. The report(s) of the examination(s) completed pursuant to this contract shall be placed in the teacher's personnel file.

B. Emergency Situations

The school district will maintain emergency procedures to handle emergencies. Members of the bargaining unit will be provided with the procedures and training and will be expected to adhere to these procedures. No member of the bargaining unit will be expected to perform duties that would be expected to be handled by First Responders.

C. Professional Development

In compliance with the law, a professional development program for employees will be provided each year by the Board. The purpose of professional development programs is to improve the quality of instruction in the schools, to enhance and expand the qualifications of employees, and to provide teachers alternative ways to update their certification. Employees shall participate in professional development programs to include implementation, planning and evaluation of professional development programs.

1. Teachers who have an in-service component and have documentation to verify successful completion in the past two (2) years shall be excused by the principal from participation in identical inservice activities upon mutual agreement of the principal and teacher.

2. Teachers may attend in-service components at other locations with the approval of the Superintendent or his/her designee.
3. Appropriate training as determined by the Board for Least Restrictive Environment will be provided for teachers. Teachers will have access to continuing inservice or other training related to educating students.
4. When technological training is offered after school hours a stipend will be given, and training shall not be less than one-hour segments.

D. Social Committee Monies

If the teaching faculty members within a school desire to collect monies for social and/or benevolent purposes, these funds shall be deposited into the respective school's internal funds account per School Board of St. Lucie County Policy 9.10(5). Groups will not maintain a separate bank account but will deposit all proceeds from its activities into the school's internal funds account. Groups will comply with School Board Rule 7.40 and all other processes and procedures in School Board policy related to receiving and disbursing funds.

E. Chain of Command

Each principal will indicate to the teachers under his/her supervision who will be responsible for the school and the related duties of said person in the event of the principal's absence.

F. Substituting During Planning Time

A list will be generated at each school site of those teachers who would like to volunteer to substitute during their available planning time. Teachers will be selected on a rotating basis from this list. In the event a teacher must cover for a class and use planning time, they will be paid \$12.00 per period.

G. Required Fingerprinting

All instructional personnel who are hired are required to undergo background screening pursuant to Sec. 1012.56 or 1012.465, F.S. Once instructional personnel are hired, Human Resources will automatically resubmit the employee's fingerprints every five (5) years. There is no responsibility on the employee for the resubmission of their fingerprints and the cost is covered by the district.

ARTICLE VIII

TRANSFERS, VACANCIES AND PROMOTIONS

A. Transfers and Administrative Approval

St. Lucie County School Board employees desiring a change in worksite between school years can transfer between school years if approved by the receiving administrator but no later than one month prior to the first day of work for 10 month instructional personnel. After that date, all transfers must have approval of both sending and receiving administrators. (Ratified/Board Approved 12/12/06)

B. Notification

Any member of the bargaining unit who has applied for a specific posted vacancy will be notified in writing of the administrative action taken.

C. Posting of Vacancies

All known vacancies shall be posted in the Schools and via St. Lucie County School Board website as follows:

1. Vacancies for the current school year: no less than five (5) days, excluding Saturday, Sunday and holidays, prior to the position being filled.
2. Vacancies for the next school year: no less than five (5) days, excluding Saturday, Sunday, and holidays, prior to the position being filled.
3. All known administrative vacancies shall be posted no less than five (5) days, excluding Saturday, Sunday and holidays, prior to the position being filled.

D. Involuntary Transfers: Reduction in Force/Staff Reduction

Involuntary transfers will be made with the approval of the Superintendent when a reduction in the number of employees in a school is necessary and will be subject to the following:

1. When a reduction in the number of teachers at a school site is necessary, the following steps will be utilized:
 - a. The notice of the reduction shall be presented to the faculty by the principal and posted.
 - b. Volunteers at the affected school site shall be sought and transfers shall be awarded to the most senior certified volunteer based on District seniority provided approval is given by receiving principal.
 - c. The principal/designee shall interview all qualified volunteers.
 - d. If volunteers are insufficient then involuntary transfers will be made.
 - e. Those lowest in time of service in the District being transferred first, provided that the transfer is consistent with overall district program needs and, when possible, the employee is certified to perform the required work.
 - f. Unless a teacher is out of teaching field, and/or applicable laws or court orders so demand, he/she will not be involuntarily transferred two successive years.

2. Teachers who are being involuntarily transferred because of staff reduction at a school site shall be assigned to positions for which they have, when possible, appropriate certification, before assignments are made for newly hired teachers and for teachers from schools not involved in the reduction but are seeking voluntary transfer.
3. A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided a position for which the teacher is certified becomes vacant prior to the beginning of the next school year, dependent on mutual agreement of both school principals involved.
4. Recognizing that the district's goal is to have personnel assigned to their area of certification, the principal will make an effort to place teachers involuntarily assigned out-of-field to a position in which they are certified as soon as practicable.

E. Involuntary Transfer for Reasons other than Reduction in Force/Staff Reduction

1. The procedures listed herein shall not apply to or limit the District's right to involuntarily transfer for reasons other than staffing reduction at a school site. Notification of such transfer should occur within a reasonable timeframe in accordance with provisions contained in this contract. Such notification, including the reason for the transfer, shall be in writing.

F. Coursework Reimbursement

1. Out- of- Field

The Board agrees to reimburse teachers for all required courses mandated by the Superintendent and the Board, including courses required by the State where a teacher has been involuntarily assigned out of field. However, this provision for reimbursement shall not apply in the case of courses taken as required for certificate renewal, ESOL, nor for certification in other subject areas upon the volition of the teacher. It shall be the teacher's responsibility to maintain current certification.

2. Highly Qualified

The Board agrees to reimburse teachers to obtain Highly Qualified status up to 100 percent for purchase of tuition and books contingent upon the availability of funds.

G. Reduction and Recall

In the event the Board/Superintendent determines that the number of employees district-wide or within a certain position classification shall be reduced, the following language shall apply: (Ratified 12/2009)

Teachers will be classified into three cohorts based on their last two performance evaluations in the district. The cohorts will be prioritized as follows: unsatisfactory, needs improvement, effective/highly effective. (Ratified 9/14/12)

Reduction in force will be accomplished through implementation of the reduction in force matrix with those with unsatisfactory final evaluation ratings considered first followed by those with needs improvement final evaluation ratings followed by effective/highly effective final evaluation ratings. Within each cohort teachers are further ranked by contract status and other criteria as denoted in the following matrix: (Ratified 9/14/12)

Reduction in Force Matrix – Reduction in Force to be accomplished through the following categorization of teachers in 3 “buckets” considering first teacher evaluation, followed by other factors denoted by ** on the matrix.

<i>“Unsatisfactory”</i>	<i>“Needs Improvement”</i>	<i>“Effective/Highly Effective”</i>
<p>1. Teachers with 2 consecutive years of “unsatisfactory” final evaluation ratings.</p> <p>2. Teachers with 1 “unsatisfactory” final evaluation rating in the last 2 years.</p> <p>Teachers would be ranked by their contract status with Annual Contract (AC) teachers first, teachers with a Professional Services Contract (PSC) next, followed by teachers on a Continuing Contract (CC) last.</p> <p>**Within each individual group, teachers would be further ranked on the following considerations:</p> <p>a. Years of teaching in the district.</p> <p>b. Certification in hard to staff areas and/or assignment flexibility through multi-subject coverage on the certificate and/or highly</p>	<p>1. Teachers with 2 consecutive years of “needs improvement” final evaluation ratings.</p> <p>2. Teachers with 1 “needs improvement” and 1 “effective” final evaluation rating in the previous 2 years.</p> <p>3. Teachers with 1 “needs improvement” and 1 “highly effective” final evaluation rating in the previous 2 years.</p> <p>**Within each individual group, teachers would be further ranked on the following considerations:</p> <p>a. Years of teaching in the district.</p> <p>b. Certification in hard to staff areas and/or assignment flexibility through multi-subject coverage on the certificate and/or highly qualified status for multiple subjects.</p>	<p>1. Teachers with 2 consecutive years of “effective” final evaluation ratings.</p> <p>2. Teachers with 1 “effective” and 1 “highly effective” final evaluation rating in the previous 2 years with most recent being “effective.”</p> <p>3. Teachers with 1 “effective” and 1 “highly effective” final evaluation rating in the previous 2 years with the most recent final evaluation rating of “highly effective.”</p> <p>4. Teachers with 2 consecutive “highly effective” final evaluation ratings.</p> <p>**Within each individual group, teachers would be further ranked on the following considerations:</p> <p>a. Years of teaching in the district.</p> <p>b. Certification in hard to staff areas and/or</p>

<p><i>qualified status for multiple subjects.</i></p> <p><i>c. Extra-curricular assignments, which are an important part of school programs (e.g. school-based leadership, as department heads, class/club sponsorship, and coaching).</i></p>	<p><i>c. Extra-curricular assignments, which are an important part of school programs (e.g. school-based leadership, as department heads, class/club sponsorship, and coaching).</i></p>	<p><i>assignment flexibility through multi-subject coverage on the certificate and/or highly qualified status for multiple subjects.</i></p> <p><i>c. Extra-curricular assignments, which are an important part of school programs (e.g. school-based leadership, as department heads, class/club sponsorship, and coaching).</i></p>
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Notes:

- A. Each numbered teacher description is an individual “bucket” of teachers. Within each “bucket” the teachers are further ranked by contract status, and even further ranked using the criteria denoted (years of teaching in the district, certification/assignment flexibility, and extra-curricular assignments).
 - B. In all categories, only the last 2 years of evaluation records apply.
 - C. The rationale for the “Effective/Highly Effective” group #3 is to give credit to an “effective/highly effective” teacher who has shown improvement from “effective” in the current year.
- D. If final evaluations are not available and only the Instructional Practice Score (IPS) is available, IPS score(s) will be utilized to create the buckets.

H. Major Reduction (30) or More

After a major reduction of members of the bargaining unit involving thirty (30) or more members, those unemployed former members who are properly certified and who had other than an unsatisfactory evaluation in their previous two years of service will be recalled with the most senior bargaining unit member recalled first. Those former members who are properly certified for such vacancies will be recalled. However, if an employee has not been recalled within two (2) years from date of layoff, all recall rights shall cease. (Ratified 9/14/12)

I. Recall Letters

Within ten (10) working days of the receipt of a letter of recall or fourteen (14) days following the postmark date on the letter, a teacher shall notify the Human Resources Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall and accept the position within the time required automatically terminates the teacher's rights of recall. The teacher is responsible for maintaining a current address and telephone number in the Human Resources Department at all times for purposes of this section. The letter shall be mailed to the teacher at said address by certified mail, return receipt requested, and will state that he/she must respond in writing to accept the position. (Ratified 12/2009)

J. Seniority Lists

Seniority lists of the bargaining unit shall be available in the Human Resources Department during working hours.

K. Continuing Health Insurance

Any teacher who is non-reappointed or who is excessed at the end of the school year due to the district's reduction of positions shall continue in the health insurance program until the first payroll of the next school year at the regular rate of teacher contribution provided that the appropriate health insurance deductions are made during the month of June.

ARTICLE IX

SUMMER SCHOOL PROGRAMS AND EXTENDED SCHOOL YEAR

A. Teachers

1. Instructional staff applications and appointments to Summer School Programs are contingent upon the employee being recommended for reappointment for the upcoming school year. Instructional staff not recommended for reappointment will be ineligible for Summer School Program positions.
2. Summer School Program positions will be posted in accordance with Article VIII, paragraphs B and C and employees will be notified that summer school program positions are posted concurrent with posting. Job descriptions will be included with the posting.
3. Teachers may apply for those Summer School Program positions for which they feel qualified, without limitation.
4. Teachers will be eligible to teach Summer School Programs in consecutive years.
5. Any member of the bargaining unit who has applied for a Summer School Program vacancy will be notified in accordance with Article VIII paragraphs B and C. The notification will be made as soon as possible prior to the beginning of the Summer School Program for which they have applied.
6. If student enrollment requires a reduction in staff in a program, those lowest in time of service in the district at the affected program will be reduced first. If a person is qualified for a position at another program for which there is an opening they will be transferred to that position.
7. In the event that the district changes the conditions under which summer school programs are structured and implemented, both parties agree to reconvene a Summer School Subcommittee for collaborative bargaining.

B. School Psychologists

School Psychologists who are interested in summer work shall sign up on the summer work list. Psychologists will be selected for summer work based on countywide seniority and those psychologists who did not work summer work assignments the previous year will be given first consideration based upon seniority on the eligibility list.

ARTICLE X

TEACHER EVALUATION

- A. The parties agree that the primary objective of observation and evaluation of teachers is to improve the quality of instructional services and agree to adhere to the specific procedures for the St. Lucie Teacher Evaluation System (TES) as contained in the St. Lucie Teacher Evaluation System Handbook. (Ratified 9/2015)
- B. All teachers will be given the criteria and appraisal forms for evaluation during pre-planning. If employment commences after pre-planning, such criteria and appraisal forms will be given to the teacher within five (5) working days. (Ratified 11/17/11)
- C. A CTA faculty representative from each school may attend the District Evaluation System Training with his/her principal. (Ratified 5/2015)
- D. When one or more unsatisfactory areas of performance are identified a Performance Improvement Plan may be initiated and the teacher will receive suggestions in writing from the administrator on how to improve the stated deficiencies. This will be done in a conference. A follow up conference will be held to assess improvement(s) in the unsatisfactory areas of performance. (Ratified 11/17/11)
- E. The annual evaluation form will be signed by the teacher and the evaluator and a copy will be filed in the teacher's personnel file. The teacher's signature acknowledges receipt and is not to be interpreted as agreement with the evaluation or its contents. (Ratified 11/17/11)
- F. Under the provisions of Florida Statute 1012.34, a teacher's annual evaluation may be amended based upon assessment data from the current school year if the data becomes available within 90 days after the close of the school year. (Ratified 11/17/11)
- G. Teachers will receive timely, specific feedback after both formal and informal observations via access to observation results within the St. Lucie County School District teacher evaluation web platform. Formal observations require written feedback to the teacher from the observer. Written feedback is optional, but encouraged, for informal observations.
- H. The district is focused on inter-rater reliability for observers. Individuals responsible for conducting observations will be required to attend on-going professional development throughout the school year. In addition, the district is developing an "observer certification" component. (Ratified 11/17/11)
- I. Evaluation Appeals
 - 1. Teachers may appeal their summary evaluation based on a lack of adherence to the procedures outlined in the current Teacher Evaluation System Handbook. A teacher may submit an appeal of his/her Instructional Practice Score (IPS) rating within 10 days of the close of the end-of-the-year evaluation deadline and receipt of the IPS score. Appeals of the Student Performance Rating and/or final summary evaluation rating will be submitted

by the teacher within 10 working days after receipt of the overall summary evaluation to the Executive Director of Human Resources. Appeals are to be submitted in writing on the Teacher Summary Evaluation Appeals Form located in the TES Handbook along with all supporting documentation. The Teacher Evaluation Appeals Form will be developed in collaboration with the Association.

2. An Appeals Committee made of up three (3) Association representatives and three (3) district representatives will review appeals in accordance with the timelines and procedures outlined on the Teacher Evaluation Appeals Form. Instructional personnel will be informed in writing of the decision of the Appeals Committee. The decision of the Appeals Committee will be final.
 3. Upon review, if a teacher's summary evaluation appeal is granted, the teacher will receive nothing lower than an effective rating for his/her final evaluation. If a teacher appeals a rating of effective, and the appeal is granted, the final evaluation will be moved to highly effective. If a teacher appeals his/her final Instructional Practice Score rating and the appeal is granted, the teacher will receive nothing lower than an Effective rating on his/her Instructional Practice Score for the final evaluation. If a teacher appeals a rating of Effective on the Instructional Practice Score and the appeal is granted, a score of Highly Effective on the Instructional Practice Score will be used to calculate the summary evaluation final score.
- J. The district and the Association agree to review the evaluation process annually via the Steering Committee for Teacher Evaluation and make changes as necessary.

ARTICLE XI

ABSENCES, LEAVES, AND RETIREMENT

A. Requests for Leave (Ratified 9/3/15)

1. Any member of the bargaining unit may request leave by utilizing the St. Lucie County School District on-line leave system. Leave may be taken in one (1) hour increments. The employee who must be absent will notify the principal or his/her designee and the sub central system as soon as the need for the absence becomes known. This notice shall be given no later than two (2) hours before the beginning of the staff day, unless an emergency occurs.
2. Except in the case of an emergency, requests for personal leave, compensatory time, or vacation leave shall be received by the appropriate school or department administrator or designee in advance using established procedures for making such requests in accordance with St. Lucie County School Board Policy 6.501, Leave Application. Once a request for leave has been submitted by the employee it will be approved or denied within two working days. If the supervising administrator does not deny a leave request within the two working day the leave will be considered approved. This does not preclude the supervising administrator from approving a leave submitted less than two working days in advance. The denial of the leave shall be done in writing.
3. In approving leave requests, no request will be unjustifiably denied.

B. Return from Leave

It is the employee's responsibility to notify the principal of the time of his/her return to service. Notice should be given prior to the end of the student day before the employee's expected return so that the substitute can be notified not to return.

C. Sick Leave

Any member of the bargaining unit employed on a regular basis who is unable to perform his/her duty in the school because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him/her to do so.

1. Extent

Each member of the bargaining unit employed as a regular employee shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment which shall be credited to the member at the end of that month, and which shall not be used prior to the time it is earned and credited to the member, provided that the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year without

limitation. All members of the bargaining unit shall be entitled to use sick leave for maternity/paternity leave until such time as maternity/paternity leave begins.

2. Sick Leave Donation (Ratified 9/14/12)

Members of the bargaining unit are authorized to donate accrued sick leave to any person who is also a district school board employee. The recipient may not use the donated sick leave until all of his/her sick and annual leave has been depleted. The donated sick leave has no terminal pay value for the recipient. This provision shall not apply to paid or unpaid leave available in accordance with any sick leave pool, nor to any other form of leave.

D. Personal Leave With Pay

Each teacher shall be permitted six (6) days personal leave which shall be charged to accrued sick leave and shall be non-cumulative. No reasons other than to state "personal reasons" shall be required for this leave. Personal leave with pay may be granted, provided such leave is submitted through established procedures and approved in advance.

E. Maternity/Paternity or Adoption Leave

Any teacher employed on a full-time basis shall be granted Maternity/Paternity Leave without pay for a period not to exceed one (1) year. Such leave shall commence on a date determined by the teacher in consultation with the doctor and notification given to the Superintendent and Principal in writing.

1. All members of the bargaining unit shall be entitled to use sick leave for maternity/paternity until such time as maternity/paternity leave begins.
2. A teacher adopting a child shall be entitled, upon request, to a leave not to exceed one (1) year. The leave may begin after receiving regular or de-facto custody of the child. If the rules of the adoption agency require proof of leave as a consideration of granting the adoption, the Board shall provide proper assurance that such leave will be granted and, if necessary grant leave at the time required by the agency.
3. The teacher who has received either maternity/paternity or adoption leave may return to work after the leave has expired without loss of previous leave benefit.
4. A teacher who has been on maternity/paternity or adoption leave will, upon expiration of such leave be assigned to the teacher's former position or a comparable position.

F. Jury and Witness Duty

When an employee is under subpoena for jury duty or as a witness in connection with his/her official duties, or in a court action in which he/she is not a party to the litigation and is required to be absent from employment, he/she shall make application for the appropriate leave. If the application is approved, he/she shall receive his/her regular salary. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals or lodging, shall be promptly reimbursed to the Board. Failure to reimburse the Board within thirty (30) calendar days after return shall result in the employee's loss of regular pay during the leave period. If an employee is released by the court from his/her witness or jury duty, he/she shall report to his/her regular place of employment.

G. Medical Leave

Up to a year's leave of absence may be granted to employees for personal illness. A doctor's statement relating the nature of the illness must be attached to the request for leave. Illness of a member of the family does not qualify for this type of leave.

H. Injury or Illness-In-Line-Of-Duty Leave

1. Any member of the instructional staff shall be entitled to injury or illness-in-line-of-duty leave when absence from duties is the result of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. This leave shall be authorized for a total of no more than ten (10) school days during any school year.
2. Personnel injured on the job may be compensated for up to ten (10) days not charged to sick leave as approved by the Board. After this time and once all sick leave is used, additional paid leave may be granted upon approval of the School Board.
3. When an injured employee is paid Worker's Compensation insurance for the same period of time that he/she is being paid by the School Board, he/she shall endorse the Worker's Compensation checks over to the School Board, or in lieu thereof, the amount of Worker's Compensation paid shall be deducted from any checks paid to such employee by the School Board.

I. Professional Leave

Up to a year's professional leave may be granted to members of the bargaining unit. This leave is for the purpose of engaging in activities which shall result in his/her professional benefit or advancement. Such leave shall include, but will not be limited to attending and/or participating in professional meetings, educational workshops, seminars, conferences, classroom visitations, and earning college credits. Professional leave may be with or without pay and approval of such leave will be discretionary with the Board.

J. Extended Personal Leave

Up to a year's leave of absence may be granted to employees for personal reasons.

K. Pay for Extended Leave

All extended leaves shall be without pay or fringe benefits. The employee may keep such benefits as insurance and retirement, when applicable, in effect by paying the total cost of such benefits. Any leave of absence for thirty (30) days or more will be considered extended leave.

L. Military Leave

1. Military leave shall be granted without pay, except as provided by Florida Statute 115.07 to employees who are required to serve in the armed forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in reserve of the armed forces or National Guard, and may be granted at the discretion of the Board without pay to any employee volunteering for military duty. Employees granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice, provided application for re-employment is filed within three (3) months following the date of discharge or release from active military duty; and provided further that the Board shall reassign the employee to duty in the school system to first available opening or by July 1st. Such reassignment shall be to the same or comparable classification as held by the employee before taking military leave.
2. Military Leave shall not be counted as years of service for pay purposes.
3. Employees with regular or full-time employment status may be granted military leave during the employment period. Military Leave may be granted up to a maximum of seventeen (17) days in any fiscal year without loss of time, pay or efficiency rating.
4. Leave request and copy of the military order, if possible, shall be received by the Board sixty (60) days in advance of the beginning date of the leave.

M. Sabbatical Leave

Any member of the bargaining unit who is on continuing contract/professional services contract shall be eligible to apply for Sabbatical Leave after seven (7) consecutive years of satisfactory service with the Saint Lucie County School Board.

Application must be submitted to the Superintendent or his/her designee during the period from February 1 to March 31, preceding the school year for which leave is requested. Applicants will be notified no later than April 30 as to the disposition of their applications. A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given no later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

During the absence of a teacher on sabbatical leave, such member shall receive 50% of his/her basic salary. In addition thereto, the Board will pay the Board's contribution for retirement and FICA of the person on leave.

Sabbatical Leave shall be interpreted to mean extended Professional Leave and all applicants shall comply with the following regulations:

1. An applicant must be admitted to a graduate school of an accredited institution by June 1 preceding the sabbatical leave or the leave will be canceled.
2. The major portion of the credits earned during the year of sabbatical leave must be on a graduate level.
3. The work performed must lead toward a post-graduate degree.
4. A minimum of 18 semester hours of credit must be taken exclusive of summer school work.

Sabbatical Leave shall be granted for no more than one year for any individual.

Any school insurance held by a member of the instructional staff at the time the leave is granted shall remain in force at the request of the employee, provided that appropriate arrangements are made by the employee to pay full costs of the insurance program.

Sabbatical Leave cannot be counted as a year's teaching experience for salary purposes but will not break continuity of service in the county.

Sabbatical Leave shall be limited to one percent of the number of teachers paid from local or state sources, grades K-12, for that year in which applicants apply.

Any teacher granted a sabbatical leave shall sign a statement that he/she will return to the school system of Saint Lucie County for a period of two (2) years at the conclusion of the sabbatical leave or repay any monies paid the teacher during the sabbatical leave at the current Treasury bill rate.

N. Annual/Vacation Leave

Employees shall not accumulate more than sixty (60) days of annual leave and shall take no more than twenty (20) consecutive work days off at one time. Accrued annual leave may be taken at the time of separation of active employment.

O. Bereavement Leave:

In the event of death of a member of the immediate family, an employee may use up to five (5) days of accumulated sick leave for bereavement. Requests for sick leave for bereavement purposes may be made in one (1) hour increments and shall be made to the employee's supervisor in accordance with School Board approved procedure for leave requests. The number of hours used will be at the employee's option.

The immediate family is defined as the employee's spouse, child, mother, father, brother, sister, guardian, step parent, step child, grandparent, grandchild, parent in law or any relative residing within the employee's household.

P. Temporary Duty Assignment

Will be assigned by the Superintendent.

Q. Pre-Retirement Information

Pre-retirement information is available by contacting the Retirement Specialist in the district Human Resources department.

R. Release Time Association President, Officer (Ratified 12/2009)

The President of the Association and one elected officer of the Association will be granted a renewable leave of absence, at no cost to the Board. If a bargaining unit member holding a professional services contract/continuing contract is hired by the Education Association of St. Lucie to perform staff services functions, the member is eligible for a renewable leave of absence for the time employed by the Association. The Association will reimburse the Board no more than ten (10) working days after receipt of an invoice for all expenses related to salary, benefits, etc. During the leave of absence, the president and officer will serve in a representative capacity for all members of both the Education Association of St. Lucie bargaining units as specified below:

1. Education Association of St. Lucie Classroom Teachers Association (CTA)

2. Education Association of St. Lucie Classified Unit (CU)

3. Education Association of St. Lucie Professional Technical Unit (ProTech)

The leave will be counted as a year's teaching experience for salary purposes, and will not break continuity of service for the length of the leave. The release time personnel who have been granted the leave will, upon the expiration of such leave, be assigned to the employee's former position, if available, or to a comparable position for which the employee is certified and/or qualified, but not necessarily to the same school or grade level.

The Education Association of St. Lucie shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting a leave of absence for release time personnel.

- S. A teacher may transfer to the district sick leave earned in a similar capacity with another Florida Retirement System agency. However, no transferred leave shall be credited to a teacher's account at a rate, or an amount, exceeding that earned while a teacher of the St. Lucie County School Board. The teacher is responsible for making the initial request for transfer of sick leave. One day of sick leave will be transferred for each day of leave earned per the contract until the sick days available for transfer are exhausted. If the employee has additional days to transfer, any sick days allocated during the first month of employment with St Lucie County School Board will be allocated to new employees upon the successful completion of the first month of employment.

ARTICLE XII

SICK LEAVE BANK

The Sick Leave Bank was dissolved by a Letter of Understanding (LOU) on December 21, 2018 in accordance with this article.

A. A sick leave pool shall be established for members of the bargaining unit.

B. Eligibility

Any full-time member of the CTA, CU, and CWA bargaining units shall be eligible for membership in the sick leave bank after one (1) full year of employment, provided that such employee has accrued a minimum of four (4) days of unused sick leave. A member must have verification from the Human Resources Department that he/she meets eligibility requirements as outlined in this article. In addition, full-time personnel who are not in the bargaining unit and are not represented by another collective bargaining representative shall be eligible for participation in the sick leave bank under the same conditions. (Ratified 1/2008, 5/2015)

C. Contributions

Each new member of the sick leave pool shall contribute two (2) days of his/her personal accrued sick leave upon his/her initial enrollment. Each year thereafter, each continuing member shall contribute one (1) day of his/her accrued sick leave during the enrollment period at the beginning of the school year if the sick leave bank drops below one (1) day per member. If the sick leave bank falls below 150 days during the school year, each continuing member, except those currently using the sick leave bank, shall donate one (1) day from his/her accrued sick leave or withdraw membership from the sick leave bank. The Payroll Department will notify the Union ten (10) working days prior to deducting the one (1) assessed day from sick leave bank members. Forms for enrollment in the sick leave bank shall be available in each school office. (Ratified 1/2008, 5/2015)

D. Enrollment Period

Two (2) enrollment periods shall be established during the first twenty (20) days of each semester.

E. Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the employee donating such leave.

F. Identification and Recording of Participants

The Human Resources and Payroll Departments shall establish and the Association will comply with procedures for identifying and recording contributions in the Bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.

G. Operation of Sick Leave Bank (Ratified 5/2015)

The following conditions shall control the operation of the sick leave bank and the right of teachers to utilize the bank:

1. After a participant is a member of the sick leave bank for a minimum of sixty (60) calendar days and upon depletion of his/her sick and vacation leave shall be eligible to draw days from the bank with the following stipulations:
 - a. use of sick leave bank is restricted to those members who have not used the bank for at least three (3) years.
 - b. use of the sick leave bank will be restricted to no more than thirty (30) work days per school year. (Ratified 1/2008)
2. An employee must have exhausted all individual accumulated sick and vacation leave and have been absent from employment without pay for four (4) consecutive working days as a consequence of the illness, accident, or disability before being eligible for use of the pool. (Ratified 1/2008)
3. A doctor's statement certifying the illness and necessity for the protracted leave is required and must be submitted with the Application for Use of the Sick Leave Bank form. Reapplication to the sick leave bank requires a separate Application for Use of the Sick Leave Bank form and must be accompanied by a doctor's certification that the current illness/injury is not the same or related to an illness/injury used for sick leave bank benefits in the past. The member must also complete and submit a "Request/Reason for Absence." (Ratified 12/2009)
4. The employee shall not have to pay back in any manner the number of days used from the bank. (Ratified 1/2008)
5. The use of the bank shall be applicable to the illness, accident or injury of only the eligible employee. A member shall not use days from the pool for maternity/paternity purposes. (Ratified 1/2008)

H. The Board and the Association acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds by the Board that would not otherwise be required.

I. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this sick leave bank.

J. Withdrawal from Sick Leave Bank (Ratified 5/2015)

An employee who chooses to no longer participate in the sick leave bank must notify the Human Resources Department in writing of his/her intent to withdraw membership; he/she shall not be eligible to withdraw any sick leave already contributed to the pool. The Human Resources Department will provide the associations with a copy of their member's withdrawal form.

K. Any member of the Sick Leave Bank, who has claimed Illness/Injury in the Line of Duty under the Article that describes Leaves of Absence in their contract (Article XI, Section F) shall not be eligible to withdraw sick leave from the pool. (Ratified 1/2008)

L. Abuse of Bank

Alleged abuse of the use of the sick leave bank shall be investigated and, on finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the Board to be appropriate.

M. Dissolution of Bank

If the sick leave bank is dissolved for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current members. However, no employee may receive more sick leave credit under this paragraph (L) than he/she has transferred into the bank.

N. A Sick Leave Bank Review Committee shall be established by the Association to (Ratified 5/2015):

1. Review and monitor usage.
2. Review any alleged misuse.
3. Keep records, as supplied by the Payroll and Human Resources Departments, at the CTA/CU Office for review purposes.

This committee will meet with the Board's representative who administers the Bank twice each year after the open enrollment period has closed and will receive an update report from the Board's representative during the months of December and June. Members of this committee shall be appointed by the Association's President. (Ratified 1/2008, 5/21015)

ARTICLE XIII

SALARY AND FRINGE BENEFITS

A. Salary Schedules

Two salary schedules will be in place for instructional employees; the Grandfathered Salary Schedule and the Pay for Performance salary schedule. All instructional employees on continuing contract (CC) or professional services contract (PSC) as of July 1, 2011 will remain on the Grandfathered Salary Schedule unless they elect to move to the Pay for Performance Salary Schedule. Instructional personnel on annual contract as of July 1, 2014, and all probationary instructional employees shall be placed on the Pay for Performance Schedule.

1. Grandfather Schedule:

- a. The salary schedule ratified on March 23, 2014 is identified as the Grandfathered Schedule effective July 1, 2014 and subject to negotiated or statutory updates.
- b. The base salary for instructional personnel on the Grandfather Schedule will be the salary associated with the slot the instructional employee is placed on as of July 1, 2014. This shall remain as the base salary in subsequent years, subject only to any increase due to adjustments granted to all instructional employees on the Grandfather Schedule.
- c. All instructional employees on continuing contract (CC) or professional services contract (PSC) as of July 1, 2011 will remain on the Grandfather Salary Schedule unless they elect to move to the Pay for Performance Salary Schedule.
- d. Any instructional personnel on the Grandfather Schedule may elect to relinquish their PSC or CC status and permanently move to the Pay for Performance Schedule. The election period will be ten (10) working days from the last day of the ten (10) month instructional contract annually. The election to relinquish a PSC or CC is irrevocable in accordance with 1012.22 Fl. Stat. and must be submitted in writing using the district procedures developed in collaboration with CTA.

2. Pay for Performance Schedule:

- a. Instructional personnel on annual contract as of July 1, 2014, and all probationary instructional employees shall be placed on the Pay for Performance Schedule.
- b. The base salary for instructional personnel on the Pay for Performance Schedule will be the salary associated with the slot the instructional employee is placed on as of July 1, 2014. For instructional employees hired after July 1, 2014, initial slot placement will be based on prior years of creditable teaching experience. This salary will remain as the base salary in subsequent years, subject only to any increase due to adjustments granted to all instructional employees. For instructional employees rated as effective or highly effective, the base salary will be adjusted annually to include the additional pay for performance amount.

3. Differentiated Pay

In addition to any other differentiated pay normally accorded to other instructional personnel for additional responsibilities as specified on the Academic/Athletic Supplement Schedule, additional supplements will be paid to instructional employees on the Pay for Performance Salary Schedule in accordance with 1012.22 Fl. Stat. Assignments eligible for supplements include assignment to an eligible Title I school, assignment to a school that earned a school grade of “F” or three consecutive school grades of “D”, and/or certification and assignment to a critical shortage teaching position.

Critical Shortage areas will be determined by the District annually. Only school based instructional personnel are eligible for these supplements.

Supplement Type	Title I School	School whose school grade is “F”	School grade has been a “D” for three consecutive years	Critical Shortage
Annual Supplement Amount	\$100	\$100	\$100	\$100
Eligibility Requirement	Full time teaching assignment at a Title 1 School.	Based on school’s grade at time of assignment.	Based on school’s grade at time of assignment.	Certification and teaching in a designated critical shortage area.

4. Adjustments

- a. An adjustment is defined as an addition to the base salary that is not a bonus and becomes part of the employee’s permanent base salary and shall be considered compensation under Florida Statute 1012.22. Adjustments may include a Base Adjustment, a Retention Adjustment, a Grandfather Schedule Adjustment and a Pay for Performance Adjustment.
 1. Base Adjustment: The base adjustment is defined as a negotiated increase that will be added to the current base salary resulting in a new base amount paid to each employee. All employees will receive the negotiated base adjustment based on their job classification.
 2. Retention Adjustment: The retention adjustment is defined as a negotiated increase that will be added to the employee’s salary. All employees who have completed their probationary period as defined by Florida Statute 1012.33 (1)(b) and were employed in the previous school year for at least one-half of the contract year plus one (1) day are eligible to receive a retention adjustment. The retention

adjustment will be effective as of July 1, subsequent to the conclusion of negotiations for the current school year unless negotiated otherwise.

3. Grandfather Schedule adjustment: The grandfather adjustment is defined as an adjustment equal to two times the amount of the base adjustment. All employees on the grandfather salary scheduled are eligible to receive a grandfather adjustment.
4. Pay for Performance Schedule adjustment: Employees on the Pay for Performance schedule who are rated as “effective” in their overall job evaluation the prior school year will receive an adjustment equal to two times the amount of the base adjustment. Employees on the Pay for Performance schedule who are rated as “highly effective” in their overall job evaluation the prior year will receive a negotiated adjustment that equals 2.67 times the amount of the base adjustment.

The District and the Union agree compensation is a mutual priority. To that end, the parties agree to meet annually to negotiate the compensation package.

Upon agreement the parties will sign a Letter (or letters) of Understanding to be attached to this agreement detailing compensation, health insurance and benefits for the year.

B. Fringe Benefits/Health Insurance – Effective January 1, 2019

1. Cafeteria Plan

The Board and the Association agree to continue an IRS Section 125 Cafeteria Plan for the employees effective January 1, 2014 (Ratified June 27, 2013). The Board will appoint a management company for Cafeteria Plan.

2. Health Insurance Plan

Providing affordable health insurance coverage for every employee is a priority for both the District and Union. The parties agree to work collaboratively through the Request for Proposals (RFP) process to select health insurance carriers and plans that provide the best coverage plans and affordability. The Association will have 3 members on the RFP committee. In addition, the parties will agree to negotiate the district’s contribution to plan premiums, HSA contributions and Wellness plan annually.

Upon agreements the parties will sign a Letter (or Letters) of Understanding to be attached to this agreement detailing health insurance plans, district contributions to plan premiums, and HAS contributions and wellness plan for the year.

The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The wellness incentive program will run of June 1 through April 30 of the plan year. The incentive program will reward

participants points based on the Incentive Program Activities and Points Schedule and each point is worth \$1.00. The Union and the District Wellness Incentive Program will be reviewed quarterly by the Collaborative Bargaining Compensation Subcommittee.

3. Admission to Athletic Events

Each member of the bargaining unit shall be admitted, without charge, to any school sponsored athletic event in which his/her student body participates provided such member will aid in such necessary supervision as directed by the principal.

C. Payroll Deductions

The Board shall make available through payroll deductions: credit union, tax deferred annuity programs, and other insurance programs as currently provided by the Board to all employees in the District. Employees may enroll in, change or drop annuities at any time in writing allowing up to 60 days for processing.

D. Travel Allowance

Teaching personnel required to use personal automobiles by the nature of the work assignment, upon approval of the Superintendent or his/her designee, shall be paid at the maximum rate allowed by school board policy. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. Mileage claimed between schools must be identical to the amount as listed on the approved mileage chart.

E. Placement on Salary Schedule/Advanced Degrees

1. Teachers who desire credit on the salary schedule for additional training and/or an earned higher degree must have completed all training by September 1st of the current fiscal year and proper verification of such must be submitted to the Human Resources Department by October 15th of the current fiscal year in order to receive credit for the entire year. Teachers must have completed all training by February 1st of the current fiscal year and verification of such must be submitted to the Human Resources Department by March 15th of the current fiscal year in order to receive credit for one-half of the year and to be paid one-half of the annual supplement for such.
2. Compensation for advanced degrees will be allowed only if earned from colleges and universities acceptable by the State of Florida. Instructional staff hired on or after July 1, 2011 or earning their degree on or after July 1, 2011, may be paid an advanced degree supplement if the advanced degree is held on his/her area of certification as provided in FL Statute 1012.22(1)(c). To receive compensation for advanced degrees, the conferred degree program as shown on the teacher's diploma must match an area of certification as shown on that teacher's Florida Teaching Certificate.
4. Newly hired teachers shall be placed on the appropriate Entry slot of his/her salary schedule based on years of teaching experience (with teaching experience as defined by *Florida Statutes*).

F. Summer School

Teachers employed to teach summer school will be paid their hourly rate of pay.

G. Overload

Teaching personnel assigned an additional instructional period to their regular work day which extends the work day will be paid at their hourly rate of pay.

H. Retirement Supplement

Each eligible and retiring member of the Bargaining Unit will be entitled to receive a retirement supplement of 15% of his/her annual salary exclusive of supplements in one lump-sum at the close of the school year. A retiring employee must qualify for retirement under the Florida Retirement System or the Florida Teachers Retirement System. In addition, the employee must have no less than thirty (30) years creditable service under one of the above mentioned plans for retirement and must have a minimum of ten (10) years creditable service with the School Board of Saint Lucie County, Florida. The employee shall be eligible for the bonus only during his/her initial year of regular retirement eligibility. The retirement supplement will not be paid to any employee who continues his/her employment after the end of the year in which he/she first becomes eligible for the retirement supplement according to this contract.

In each school year an employee who becomes eligible for the retirement supplement must by April 1 of that school year complete the necessary application for retirement through the Human Resources Department and resign effective at the end of that school year.

It shall be the responsibility of each employee to determine his/her eligibility for retirement and to meet the above requirements set forth to receive the retirement supplement.

I. Junior ROTC Instructors

1. JROTC instructors will be paid at the required Minimum Instructor Pay (MIP) level as directed in the Department of Defense Financial Management Regulations. In the event that the Minimum Instructor Pay level is less than the instructor would earn as a teacher with an equivalent degree and experience, the Board agrees to contribute a sum equal to this amount. JROTC instructors employed prior to July 1, 2005 will be grandfathered under previous contract language. (Ratified 1/2008)
2. Senior officers for each unit will forward the January MIP statements to the payroll manager upon receipt. The district will process the changes and any retroactive pay due in the next payroll cycle. (Ratified 5/2015)
3. JROTC instructors will be eligible for all academic supplements, bonuses, and stipends available for instructional personnel with the exception of those supplements designated as part of the regular instructional salary. (Ratified 5/2015)

J. Payroll Procedures

Except for extenuating circumstances or in cases of emergency, of which the Association will be immediately notified, regular ten, eleven and twelve month teachers will be paid on a semi-

monthly schedule established by the Payroll Department. Teachers will receive at least two checks on the last working day in June and will receive or have been mailed the remaining check(s) before the end of the fiscal year. Provisions varying from those above may be necessary as determined by the Payroll Department for those teachers who are employed after the school year begins. Salaries for teachers who teach the entire school year (not to exceed 196 days), shall be paid in twenty-four (24) installments.

K. Deductions for Daily Absences

Deductions for teachers during the regular school term for daily absences covered in this agreement shall be made at their daily rate of pay including appropriate supplements.

L. Overpayment

If a teacher is overpaid due to error, he/she shall repay said monies pursuant to a written schedule equal in time to that period for which the error was made. In no event, shall the number of scheduled payments be less than two. However, if a teacher's employment terminates with the District all scheduled payments shall become due at the time of termination.

M. Terminal Pay/Sick Leave Payout

1. In order to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee under the following conditions:
 - a. At normal retirement (age 62 or thirty years of service) or retirement because of disability or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:
 1. During the first three years of service the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
 2. During the next three years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 3. During the next three years of service the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave.
 4. During and after the tenth year of service the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.
 - a. During or after the thirteenth year of service, an employee who terminates or retires, or whose service is terminated by death, may receive his/her daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.
1. earned sick leave days with St. Lucie County School Board. Years of service shall only include service with the school board.

2. Terminal pay, when paid upon retirement or termination, shall be paid only if the employee is retiring or terminating under favorable circumstances, not if the employee is being dismissed by the Board. Only employees in service or on approved leave at the time of retirement shall receive these benefits.

N. Direct Deposit

All new employees hired beginning January 1, 2005 will be required to receive their regular scheduled pay by direct deposit.

O. Medicaid Billing Incentives

Employees who provide health-related services to Medicaid eligible students and who are required to bill Medicaid for services as part of their job duties shall receive the following benefits:

1. No less than 25% of the amount generated by the billing paid to the district in a “Medicaid Flexible Account” (MFA) to use for the purpose of purchasing additional materials and/or equipment/technology to be used by the students they serve or for the performance of their own job duties. Medicaid Flexible Account funds may also be used by the employee to purchase CEU’s and attend professional development conferences, etc. Equipment and materials purchased will remain the property of St. Lucie Public Schools, but remain in the custody of the purchaser until such time as he/she leaves the position or the district.
2. A procedure to request and payment of MFA purchases will be established with the goal of minimizing the time and paperwork requirements to request and utilize funds each year.
3. Funds generated may be carried over from year to year, as long as the employee remains in a position eligible to bill for Medicaid. Deadlines for billing will be determined each year by the District’s Student Services Department and will be published in a guidebook provided to all employees required to bill Medicaid within the first 10 days of the start of the contract year or date of new hire. The Student Services Department will provide an initial training to all eligible employees on the procedures for Medicaid billing along with the procedure for utilizing their MFA funds. Employees shall be entitled to review their MFA balance when requested.

ARTICLE XIV

SUPPLEMENTS

- A. Teachers who have been assigned a supplemental position in the prior school year shall be notified in writing no later than five (5) days prior to the end of the current school year as to whether they will be recommended to be retained in that supplemental position for the following school year.
- B. It is recognized and agreed that supplemental positions are annual positions subject to non-renewal with or without cause. However, a teacher may not be dismissed during the school year from the supplemental position except for just cause, as provided in sec. 1012.335, (5), F.S. If a teacher is dismissed from a supplemental position during the school year, the teacher shall at the Board's option either be paid the full supplement for the school year even though the teacher is dismissed from performing the supplemental duties or the teacher shall have the right to appeal the dismissal as provided by Article III of the Contract.
- C. A teacher will be provided a written notice of appointment to a supplemental position, which shall include a general outline of responsibilities and amount to be paid in accordance with the District Supplements Handbook
- D. Should a teacher resign or otherwise be unable to complete the duties for which he/she is to receive a supplement, the salary supplement will be prorated on an equitable basis. Proration of athletic supplements will be based on the number of days served in the period of the FHSAA official season. This includes only Monday through Saturday within the dates of the season in accordance with FHSAA rules. (Ratified 12/2008)
- E. Qualified applicants from a school faculty who apply for a supplemented position at the school at which they are regularly assigned shall be given first consideration. Qualified District employees who apply will be given consideration, prior to recommending individuals whom are not District employees. The recommendation of who to appoint to the supplemented position shall be based on the Principal's discretion.
- F. Individual supplements may be equally shared by teachers with mutual consent in writing of the teachers involved and the recommendation of the Principal. However, no deviation shall be made from the total allotted supplement percentage per position as listed on the Supplement Schedule.
- G. All instructional supplemental positions will be advertised in writing at the school site where the vacancy exists. Priority will be given to employees at that site. (Ratified 1/2008)
- H. Deans/Directors of Guidance/County and School Athletic Directors
 - 1. A dean's supplement shall be that which he/she would earn with his/her certified rank or degree and experience as a classroom teacher plus 10% of his/her contract salary.

2. All guidance counselors will move to an 8 hour day by receiving pay for an additional half hour of work. Guidance counselors will no longer receive the guidance supplement, but instead be paid for an additional half hour of work. In those instances where the additional half hour is less than the current supplement amount, the employee would be “held harmless” and continue to receive the supplement amount until the additional pay for the additional half hour exceeded the “hold harmless” amount. (Letter of Understanding 11/20/06)
 3. The 11 month guidance counselor at all middle and at K-8 schools with over 1,000 students enrolled will be paid the Middle School Department Head Supplement of 6%, as listed on the supplement schedule. (Letter of Understanding 11/20/06)
 4. Guidance Directors at all high schools will receive the High School Department Head Supplement of 8%. (Letter of Understanding 11/20/06)
 5. The Athletic Director–County supplement shall be 9% of his/her contract salary. The Athletic Director-Senior and Athletic Director-Middle Grades supplements shall be 8% of his/her contract salary. In addition, all Athletic Directors shall work an 8 hour day by receiving pay for an additional half hour of work. The Assistant Athletic Director assigned at the home school of the County Athletic Director shall work a 10 month contract and receive the supplement and the additional half-hour of pay for an additional half hour of work. (Letter of Understanding 8/06/09, Ratified 12/2009)
- I. If an athletic supplement is split between two individuals, then that supplement will count as $\frac{1}{2}$ towards the total number of athletic supplements allowed per person. (Ratified 5/2015)
 - J. Individuals receiving a supplement as the Fall Sports Manager may only coach a sport during the Spring season and individuals receiving a supplement as the Spring Sports Manager may only coach a sport during the Fall season. (Ratified 5/2015)
 - K. Middle School Intramural coaches will be paid supplements in accordance with the Middle School Intramural Supplement schedule. (Ratified 5/2015)

ARTICLE XV

CONTRACT WAIVER, SCHOOL ADVISORY COUNCIL, AND FACULTY COUNCIL

A. Contract Waiver

To provide individual schools and worksites the opportunity to seek new strategies that may positively impact the success of students, the Association and Board hereby establish this procedure for waiving specific requirements of this collective bargaining agreement.

The waiver of provisions of the collective bargaining agreement between the Association and the Board may be requested through the following procedure:

1. At a school site, when a School Improvement Plan (SIP) strategy needs a contract waiver, the waived must be approved by the School Advisory Council with the principal giving final approval before being submitted to the school bargaining unit and the Association. At worksites other than school sites, or if a SIP strategy is not impacted, proceed to Step 2.
2. Application for waiver presented for final worksite bargaining unit vote (requiring 2/3 secret ballot vote to move to next step). This vote will take place among the members of the bargaining unit impacted by the waiver. The worksite administrator and a worksite leader or other facility representative appointed by the Association shall verify the vote count.
3. Application presented to the School Board and Association Executive Board using the negotiated Contract Waiver Form. Both parties must agree to the said waiver implementation and approval must occur 10 days before the said date of implementation.
4. When applications are denied, suggestions for revisions must accompany such denials and be provided within 5 days after denial enabling schools to revise their plan and re-apply.
5. Applications for a waiver shall contain a specified time for the waiver to be in effect.

B. SAC Transition Team

When a change in principalship occurs at a school site during the school year, the School Advisory Council will act as a transition team and maintain its members as established by that school for the remainder of that school year.

C. Paperwork Demands

Paperwork demands and data collection proposals generated at the school level associated with the individual school's improvement plan that impact only that school site shall be approved by the school advisory council.

D. Faculty Council (Ratified 9/2015)

1. The Faculty Council is established through the joint collaboration of the school principal, the faculty, and the Association. The Faculty Council is a working group of professional educators whose purpose is to implement the School Improvement Plan, support the operation of the school, and serve in an advisory capacity to the school principal.

2. The Faculty Council membership includes persons serving in “principal appointed” leadership positions such as grade level chair, department chair, or team leader, and an additional number of representatives of the teaching faculty and classified staff. The number of additional elected representatives will be based on the number of “principal appointed” positions, using a 3 to 1 ratio (for every 3 appointed members there will be one additional representative member). When determining additional representative members, round up (add 1) when the number of appointed members is not a multiple of 3.
3. Of the additional members, at least one member shall be appointed by the Association. The remaining additional members will be elected.
4. The elected representatives shall be full-time bargaining unit employees from the school staff. There shall be at least one teacher elected by the teachers, one classified staff member elected by the classified staff.
5. Members of the Faculty Council who serve in the “principal appointed” leadership positions will receive compensation in the form of the supplement associated with their appointed position. Members of the Faculty Council who serve as additional representatives will receive a supplement as shown in the Supplement Handbook.
6. The membership of the Faculty Council shall be determined within the first 10 days of the 10 month employee contract year.
7. The school principal shall be the chairperson of the Faculty Council and the Association appointed additional representative shall serve as the vice-chairperson. The Principal and the vice-chairperson will work together to create the agenda.
8. Tentative agendas for each Faculty Council meeting shall be distributed by email at the school site at least two (2) days prior to the meeting. Agenda items should be submitted to the chair or vice-chairperson at least four (4) days prior to the meeting. Minutes of all meetings shall be distributed by email to the faculty members within one (1) week of the meeting. Minutes of the meetings should also be submitted to the Human Resources Department and the Association.
9. The Faculty Council will determine the use of the release time on the designated Early Release Choice Days designated by the District Master Calendar. The Faculty Council shall determine the use of this release time before the 10th day of the 10 month employee contract year.
10. The Faculty Council shall meet monthly at a minimum and other times as needed.
11. Each Faculty Council will receive training in the St. Lucie Interest-Based Decision-Making process and will use this process for consensus when making decisions.

ARTICLE XVI

APPENDICES

Appendices include agreements (Letter of Understanding) that are negotiated after ratification of the current contract but prior to negotiation of a new contract and other documents and materials necessary to execute this contract.

Appendices A – E are reserved for the following purposes:

APPENDIX A shall be the most recently ratified version of the *Official Grievance Form*.

APPENDIX B shall be the most recently ratified version of the *Education Association of St. Lucie Contract Waiver Form*.

APPENDIX C shall be the most recently ratified version of the *MEMBERSHIP APPLICATION for SICK LEAVE BANK*.

APPENDIX D shall be the most recently ratified version of the *Letter of Understanding Regarding the Wellness Incentive Program*.

APPENDIX E shall be the most recent ratified version of the *Letter(s) of Understanding Regarding Compensation and Benefits per Article XIII*.

The electronic version of this Contract will include updated appendices A – E within 30 days of ratification of new agreements or version. Copies of this Contract printed after the date of ratification will include updated Appendices A – E.

ARTICLE XVII

NEGOTIATION PROCEDURES AND TERMS OF CONTRACT

A. Changes to Contract

This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the Association in writing, signed and ratified by both parties as an amendment of this Contract.

B. Conformity to Law

If any provision of this Contract or any application of this Contract shall be found contrary to law, then such provision or application shall be deemed to be invalid and not subsisting except to the extent permitted by law. All other provisions or applicable sections shall continue in force and effect.

C. Ratification

The Board and the Association agree to ratify changes to contracts annually as agreed to using the Collaborative Bargaining Process. The Board and the Association agree to collaboratively bargain contract language continuously during the term of this contract: July 1, 2017 through June 30, 2020. Salary and benefits will be opened each year for negotiations. Should either party elect to return to the “traditional process of collective bargaining” a written notice of 90 days will be provided. (Ratified May 16, 2011)

D. Negotiation Procedures

All Collective Bargaining between the Board and the Association will be in conformity to Florida Statute, Chapter 447 and the rules established pertaining thereto by the Public Employees Relations Commission (PERC). Changes in the law or PERC rules will accordingly change the collective bargaining procedure.

E. Continuity of Operation

If at any time, during the duration of this Contract, the Association authorizes, causes, engages in or sanctions any strike, or work stoppage of any kind, pickets, a refusal to perform the duties of employment by an employee or employees in the bargaining unit, either totally or through such techniques as work slow down, work stoppage of any kind, or pickets, it shall constitute a breach of contract.

F. This Contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in written, signed, and ratified amendment to this Contract.

G. This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Contract.

H. Any individual contract between the Board and an individual teacher shall conform to the terms of this Contract.

The Board shall make this Contract titled “Contract Between the School Board of St. Lucie and the Education Association of St. Lucie, Classroom Teachers’ Association” available electronically and shall furnish one hundred (50) printed copies of this Contract to the Association for its use within thirty (30) days after the Contract is ratified.

**Education Association of St. Lucie -
Classroom Teachers’ Association**

School Board of St. Lucie County, Florida

E. David Freeland
President, Education Association of
St. Lucie

Dr. Helen Wild
Chief Negotiator

Christine K Hill
Chief Negotiator, EASL

E. Wayne Gent
Superintendent

Rebecca Petrie
Vice President, Classroom Teachers’ Association

Dr. Donna Mills
Chairman of the Board

APPENDIX A

APPENDIX A Official Grievance Form



Education Association of St. Lucie
Local 3616
Your Union Working for You!

Grievant's Name: _____

Worksite: _____ Assignment: _____

Grievance Form Given To: _____

Step 1

A. Date, Time, and Place Grievance Occurred: _____

Date, Time, and/or Place of Knowledge of Violation: _____

B. Relates to Article(s), Section(s): _____ of Agreement.

C. Statement of Grievance: _____

D. Relief Sought: _____

Grievant's Signature: _____ Date: _____

E. Disposition of Immediate Supervisor: _____

Supervisor's Signature: _____ Date: _____

F. Accepted: ☐ Rejected: ☐ Grievant's Signature: _____ Date: _____
(Move to Step 2)

Step 2

G. Disposition of Superintendent or Designee: _____

Superintendent/Designee's Signature: _____ Date: _____

H. Accepted: ☐ Rejected: ☐ Grievant's Signature: _____ Date: _____

*If additional space for information/statements is required, please attach to this form.

Revised 2/6/2022

APPENDIX B

APPENDIX B



Education Association of St. Lucie Waiver Form

School: _____ Date: _____

1. Specific article(s) of the contract to be waived: _____

2. The approved waiver would facilitate achieving the following objective(s): _____

3. How would the approved waiver enhance the achievement of the identified objective(s)? _____

4. The length of the time the waiver would be in effect: from ____/____/____ to ____/____/____

5. When will data be gathered, organized, and presented that may evidence the achievement of the identified objectives? _____

(This data, if applicable, should be forwarded to the EASL President in a timely fashion.)

6. Have all individuals that may be affected by the waiver had the opportunity to vote on this issue? _____

If not, explain: _____

We verify that this request has been approved by two thirds vote of:

1. School Advisory Council, if applicable Yes ____ No ____

2. Impacted Bargaining Unit Yes ____ No ____

Actual Vote: Yes ____ No ____

EASL Representative

Principal

Receipt of Waiver by Education Association: ____/____/____
Date

Signature: ☐ _____
Approved

☐ _____
Denied

Receipt of Waiver by School Board: ____/____/____
Date

Signature: ☐ _____
Approved

☐ _____
Denied

APPENDIX C

St. Lucie Public Schools

Application for Use of the Sick Leave Bank

CTA/CTA-CU, CWA

Name of Applicant _____ Date _____

Work Site _____ Position _____

Home Address _____

_____ Telephone _____

Briefly state nature of illness: _____

How long do you expect to be absent? (from) _____ (to) _____
Date Date

A statement from your doctor must be attached to this form.

****Please remember to submit a "Request for Absence along with this form."****

Please check the appropriate box for your bargaining unit

CTA ☐

CTA/CU ☐

CWA ☐

Signature of Applicant _____

This request ☐ has ☐ has **not** been granted.

Reason for denied request: _____

Date approved

Human Resources Administrator

FOR HUMAN RESOURCES USE ONLY: MEMBER OF SICK BANK - ☐-YES ☐-NO

***USED PREVIOUSLY: ☐-YES ☐-NO Reason** _____

LEAVE REQUEST CREATED: ☐-YES ☐-NO DATES _____ **TO** _____

NUMBER OF SICK / VACATION DAYS AVAILABLE TO USE: _____

Cc: Sick Leave Bank
Payroll
Human Resources
CTA/CTA-CU, CWA
Employee

PER0037 Rev. 8/2016

APPENDIX D

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2021-2022 School Year
March 30, 2021

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) regarding the Wellness Incentive Program for the 2021-2022 school year. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2021-2022 school year.

The parties agree that promoting and maintaining a wellness program for school district employees is beneficial to the overall mutual goals of the parties which include improving employee attendance and containing the cost of insurance premiums. The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The incentive program period will run from June 1, 2021 through April 30, 2022.

The incentive program will reward participants points based on the Incentive Program Activities and Points Schedule and each point is equal to \$1.00. Participating employees may earn up to 200 points for the entire year. For participants in a Health Savings Account (HSA) eligible plan (BC/BS Plans 5192/5193 or 5180/5181). The wellness incentive will be awarded as a contribution to the employee's HSA account. Employees are responsible for ensuring that they do not exceed the HSA annual maximum contribution as per IRS regulation. For participants in a non-HSA eligible insurance plan (BC/BS Plan 5771), the earned wellness incentive will be awarded as a credit towards the employee's health insurance premium. For any employee who is not eligible for the HSA contribution or premium credit the wellness incentive will be paid out as a supplement. Only employees who participate in the St. Lucie School District Employee Health Plans are eligible for wellness incentives. To receive the incentive the employee must be eligible and active as of the date the incentive award is made.

The activities and points structure for the wellness incentive are as specified in the Wellness Activities and Associated Points for 2021-2022 Schedule as shown on page 2.

The Wellness Incentive Program will be reviewed quarterly by the Collaborative Bargaining Compensation Subcommittee.

 3/30/21
E. David Freeland, President, EASL

 3/30/21
Helen Wild, Chief Negotiator
School Board of St. Lucie County

 3/30/21
Christine K. Hill, Chief Negotiator
EASL

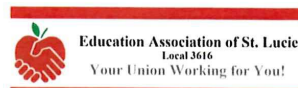
Wellness Activities and Associated Points for 2021 – 2022

Activity	Points (\$)
Have a biometric screening done at an on-site Health Fair (or you may complete at Quest Diagnostics and complete the Personal Health Assessment online)	50
Participate in a Tobacco Cessation Program	50
Annual Physical from Primary Care Physician	30
Annual Physical from Gynecologist	30
Exercise at least 12 days per month for at least a total of 30 minutes/day	20
Participate in the Florida Blue Healthy Addition Prenatal Program	20
Immunization COVID-19 (required 1 or 2 vaccines depending on manufacturer)	20
Cancer Screening - Breast (mammogram)	15
Cancer Screening - Cervical (pap smear)	15
Cancer Screening - Colon (colonoscopy)	15
Cancer Screening - Prostate or PSA Test	15
Cancer Screening - Skin	15
Attend a Health Lecture (up to 4 times a year)	15
Participate in a Race – 5k/10k, etc. (up to 4 times per year)	15
Submit a Wellness Success Story (minimum 1/2 page)	15
Participate in a Webinar (up to 5 times per year)	15
Blood Donation (up to 5 times per year)	10
Dental Cleaning (up to 2 times per year)	10
Vision/Glaucoma Screening (1 time per year)	10
Immunization - Flu	5
Immunization - Pneumonia	5
Immunization - Shingles	5
Participate in a District- Wide Wellness Challenge (up to 4 times per year)	5
Enroll in and maintain active membership in the Better You Diabetes Prevention Program through the Solera Network (100% attendance required. Must submit monthly documentation in current reporting period)	3/month

APPENDIX E




Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CTA
Regarding Salaries
December 7, 2021



The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL)/ CTA for the fiscal year 2021-2022. This agreement is subject to ratification and board approval.

- The district and union agree to increase the minimum base salary of \$44,600 to \$44,984.
- Teachers whose base salary is less than the minimum base of \$44,984, will receive a permanent salary increase to bring their base salary to \$44,984.
- Teachers rated as effective and those on the grandfathered schedule will receive an additional permanent salary increase of \$850. Teachers on the Pay-for-Performance Salary Schedule rated as highly effective will receive an additional permanent salary increase of \$1130.00.
- This agreement is retroactive to July 1, 2021 except for Summer School 2020-2021 work done outside of an employee's normal contract days.

The intention of both parties is to adhere to current statute. Should this agreement be found to be non-compliant, the parties agree to negotiate changes immediately and keep payments continuous throughout the negotiation process.


12/7/21
E. David Freeland, President EASL

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12/7/21
Dr. Helen Wild, Chief Negotiator, EASL


12/7/21 for
Christine K. Hill, Chief Negotiator, EASL



Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – Inclusive
Regarding: Health Insurance
October 4, 2021



The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) for the 2021-2022 school year. This agreement is subject to ratification and board approval.


The Board will offer employees the Blue Options currently called 5180/5181, 5192/5193 and 5771. There are no increases to premiums over the 2021 insurance year. Employees hired on or after January 1, 2014, will be offered the Blue Option Plans 5180/5181 and 5192/5193 only. Employees hired prior to January 1, 2014, will also be offered the Blue Options 5771 Plan.

The Board will contribute \$6,681.36 to employees enrolling in the plan of their choice offered by the District.

The Board will make a one-time contribution of \$750.00 to a Health Savings Account (HSA) in January 2022, to each employee enrolled in an HSA eligible plan offered by the Board for the 2021 insurance year only. This represents an increase of \$174 over the 2021 amount. For employees hired after January 1, 2022, the Board's contribution of \$31.25 per pay period will continue through June 30, 2022.

For employees whose 2021 prorated HSA contribution stopped on July 1, 2021, the per-pay contribution will continue and be retroactive to July 1, 2021.

Additionally, any ProShare funds paid to the district for the 2021-plan year will be placed in a separate accounting project and its use will be negotiated in compensation.


E. David Freeland, President EASL


Helen Wild, Chief Negotiator, SLPS


Christine K. Hill, Chief Negotiator, EASL