

CONTRACT
BETWEEN THE
SCHOOL BOARD OF SAINT LUCIE COUNTY
AND THE
EDUCATION ASSOCIATION OF SAINT LUCIE -
PROFESSIONAL/TECHNICAL (PROTECH) UNIT

February 28, 2022 through June 30, 2023

FORT PIERCE, FLORIDA

(Ratified February 28, 2022)

PREAMBLE

This contract entered into this February 28, 2022, by and between the School Board of St. Lucie County, Florida, hereinafter called “Board” and the Education Association of St. Lucie, hereinafter called the “Association”, and continuing in effect through June 30, 2023. This contract may be renewed until June 30, 2025 by mutual consent of the parties. The Board and the Association recognize education as a profession and believe that mutual understanding, and cooperation, and effective communication between the Board and the profession staff is in the best interest of the school system.

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DEFINITIONS

Terms used in this contract shall be defined as follows:

1. Annual Status: shall mean the employment status for those employees not eligible for continuing status. Employees in this status will receive an annual contract.
2. Association: shall mean the Education Association of Saint Lucie, Inc. and/or the Education Association of St. Lucie - Professional/Technical (ProTech) unit.
3. Authorized Association Representative: shall mean any person delegated the authority to represent the Union by letter from the president of the Education Association of St. Lucie.
4. Bargaining Unit: shall mean all certified, contractual, regular employees as defined in PERC order #19E- 117 issued April 15, 2019 and any subsequent PERC orders to date.
5. Board: shall mean the School Board of Saint Lucie County.
6. Certification: refers to the designation by PERC of any employee organization as the exclusive representative of the employees in an appropriate bargaining unit.
7. Continuing Contract: shall mean the contract issued to eligible personnel who have met the requirements stated in Statute 1012.33 prior to July 1, 1984, subject to statutory changes.
8. Continuing Status: shall mean the employment status conferred to non-instructional personnel who have successfully completed three (3) years of employment by the Superintendent in accordance with Florida Statute 1012.40.
9. Contract: shall mean the agreements reached between the negotiating teams of the Saint Lucie County School Board and Education Association of St. Lucie which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Education Association of St. Lucie - Professional/Technical Unit and the Saint Lucie County School Board.
10. Countywide Consultations Committee: shall be designated by the Association 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.
11. Day: Shall mean calendar day unless otherwise specified.
12. Demotion: The involuntary reassignment to a position with less responsibilities and lower pay than the employee's current position.

13. Department: the operational units within the school district.
14. Emergency: any situation which is not routine or generally anticipated. Emergency situations are always defined by the Superintendent or his designee.
15. 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.
16. 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.
17. 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.
18. 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.
19. Immediate Supervisor: the principal of the school or administrator assigned where the employee is assigned or the county-wide departmental administrator when the employee is assigned to a county-wide department.
20. Job Classification: the grade or classification in which the employee is currently assigned.
21. 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)(d)(iii).
22. Probationary Period: A defined period of time during which an employee may be released from a new position without cause. This release is not subject to the grievance and arbitration procedure.
23. Promotion: Voluntary acceptance of a position with additional responsibilities and a commensurate pay increase.
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).
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.

26. Reduction in Force: The reduction in 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. Saint Lucie County Public Schools: all public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Saint Lucie.
28. Seniority: seniority for purposes of transfer, reduction and recall: A employee's seniority is the years, months, and days employed in the district. 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 to receive seniority credit. Seniority ceases at the time of the termination of an employee's employment and is not revived by any subsequent re-employment.
29. Strike: the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affect the services of the public employer and the concerted failure to report for work after the expiration of the collective bargaining agreement.
30. Summer School Programs: Educational Programs offered during the summer for eligible students district wide.
31. Work (Working) Day: Any day that an employee would be expected to report to work based on their contract.
32. Working Hours: those specified hours when employees are expected to be present and performing assigned duties.

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 #19E-117 issued April 5, 2019 and any subsequent PERC orders to date.
- B. The Board agrees to not negotiate with or recognize any labor organization recognizing members of the Professional Technical Unit until such organization is recognized by the Board and certified by the Public Employees Relations Commission.

ARTICLE II

ASSOCIATION, MANAGEMENT, AND ASSOCIATION EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Bargaining Unit Communication:

1. The Association and its representatives may have the right to use school buildings at such times as 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 its members shall indemnify and save the Board harmless against and from all claims, demand, suits or other forms of liability that may arise out of or by reason for action taken by the Board for purposes of complying with this request.
2. The Association may post notices of activities and matters on appropriate bulletin boards at each work site as determined by the principal or site administrator. The Association may distribute notices at each worksite to members wherever they receive their mail and may also use district e-mail. All such postings and putting up of mail will be handled before and/or after the member's regular workday and during the members designated breaks and/or lunch break. A copy of each District-wide communication distributed at the worksite by the building representative will be received at the Superintendent/designee's office and the administrator's office at the same time as distribution to the Association members. All printed material distributed under this section must show originator. Further, the Association representatives will be allowed to use the intra-school electronic mail for the purpose of on-site communications. This provision will be subject to the restrictions and guidelines regarding printed materials.

B. Dues:

1. The Saint Lucie County School Board agrees to deduct dues, and other fees from each appropriately authorized Association member's check when authorized to do so by the employee, and remit such to the Association. The amount of deduction per regular payroll check will be the same for each designated group of members who have payroll deductions and shall be determined by the Association and the Board. 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 deductions can be programmed and will be in effect no later than ninety (90) days after the authorization is received by the finance department. Individual member authorizations on the approved form, specifying the Board's authority to deduct dues, the date, social security number, position, work site, and live signature must be into the payroll department no later than September 1, in order to have deductions by the September payroll. Authorizations after that date

will be accepted, but 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. Member authorizations will be considered continuous unless changed by contract or unless discontinued by individual members.

2. Members of the bargaining unit 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 and supplemental amounts deducted by the Board. Any remaining dues for these people will be handled by the Association and the individual, if an are determined as owed.
3. The granting of the privilege of dues deduction shall not be construed to authorize or require any agency shop of maintenance of membership obligation upon employees.
4. 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 the request.
5. All new employees hired beginning January 1, 2005 will be required to receive their regularly scheduled pay by direct deposit.

C. Management Rights:

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

D. Required Fingerprinting:

All instructional and non-instructional personnel who are hired or contracted to fill positions in school districts requiring direct contact with students or engaged to provide services by a school district or university lab school to undergo background screening pursuant to s. 1012.56 or 1012.465. Once hired, Human Resources will automatically resubmit the employee's fingerprints every five (5) years. There is not responsibility on the employee for the resubmission of their fingerprints and the cost is covered by the district.

E. Release Time Union Activities:

In addition to the leave of absence granted to the President of the Association, under Article XI, Par. O., designees of the Association shall be allowed, with pay, additional time off to attend Association convention and training 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 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.

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 rights 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), 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 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 the 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 the 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 the 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 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 by 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 the is agreement. In 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 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 conference and hearing as outline 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

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 slowdown, work stoppage of any kind or pickets, it shall constitute a breach of contract.

ARTICLE V
WORKING CONDITIONS

A. General Provisions:

1. Full-time employment is considered to be for thirty-seven and one-half (37 1/2) hours or more per week. Management will establish the basic workday and work week and hours of work best suited to meet the needs of the individual schools and departments.
2. Duty-Free Lunch: All full-time members of the bargaining unit who work 7 1/2 hours or more in scheduled workday shall be entitled to a paid, uninterrupted duty-free lunch period as follows:
 1. County-level employees may have a lunch period up to a maximum of one hour as authorized by their immediate supervisor.
 2. All other employees shall be entitled to a minimum period of thirty (30) minutes for lunch as authorized by their immediate supervisor.
3. Break-Time:
 1. Non-exempt employees are entitled to break time in addition to their duty-free lunch.
 2. All full-time, non-exempt employees who work seven and one-half (7 1/2) hours or more in any scheduled workday shall be entitled to two (2) fifteen (15) minute breaks each day. Break time shall be considered time worked. Break time is not cumulative or reimbursable through compensatory time. Break time must be taken at a time convenient with the immediate supervisor.
 3. No break time shall be scheduled for regular employees who work four (4) hours or less a day.
 4. Breaks should not be scheduled during the first 15 minutes or the last 15 minutes of the employee workday, except by mutual agreement between the supervisor and employee.
4. Work Year/Holidays:
 1. All 183 day employees will have three paid holidays as scheduled by the Board.
 2. All ten month employees shall work 196 days and have five paid holidays as scheduled by the board.

3. All ten and one-half month employees shall work 206 days and have six paid holidays as scheduled by the board.
4. All eleven month employees shall work 216 days and have six paid holidays as scheduled by the board.
5. All twelve month employees shall work 250 days and have six paid holidays as scheduled by the board.
6. Should a holiday occur during a time when an employee is on sick or vacation leave the sick day or vacation day shall not be charged to the employee.
7. Unpaid holidays shall include January 1, Martin Luther King Holiday, Presidents Day, Fall Holiday, Thanksgiving (2 days), Spring Holiday, Memorial Day, and Fourth of July.

5. Compensatory Time:

A. Non-Exempt Employees:

When an employee is required or requested to perform functions before or after the regular workday, this time may be used as compensatory straight time if less than 40 hours in a work week and granted by the appropriate administrator. Pre-authorized work performed by employees in excess of forty (40) hours in a work week shall be compensated at a rate of one and one-half or compensatory time at one and one-half hours. This choice is at the option of the employee. An employee who has requested use of compensatory time shall be permitted by the employer to use compensatory time in a reasonable period after making the request if the use does not unduly disrupt the operation of the School Board.

1. Compensatory time must be taken during the current school year in which it was granted. Employees are limited to a maximum of forty hours of accrual. Compensatory time accrued at the end of the year will be paid in accordance with the Fair Labor Standards Act.
2. For purposes of overtime or compensatory time computation, only time actually worked will be considered, except paid holidays shall be used as a basis for computing overtime.
3. Management will determine which employees will be assigned overtime work.
4. All reasonable requests to attend school recognition ceremonies for their children during the employee's workday will be approved by their supervisor. Time will be approved when it results in minimum disruption

of the educational program. Employees may use compensatory or personal leave.

5. The work week for overtime or compensatory time computation shall run from 12:01 AM on Sunday to 12:00 midnight Saturday.

B. Exempt Employees:

All work outside the regular workday shall be compensated either monetarily or with compensatory time. ProTech members shall not be required to perform functions on their regularly scheduled days off. Use of such time will be approved by the administrator with a result of minimum disruption of educational program. Compensatory time must be taken during the current school year in which it was earned.

1. Compensatory time must be taken during the current school year in which it was granted. Employees are limited to a maximum of forty hours of accrual.
2. For purposes of compensatory time computation, only time actually worked will be considered, except paid holidays shall be used as a basis for computing overtime.
3. All reasonable requests to attend school recognition ceremonies for their children during the employee's workday will be approved by their supervisor. Time will be approved when it results in a minimum disruption of the educational program. Employees may use compensatory or personal leave.
4. The work week for overtime or compensatory time computation shall run from 12:01AM on Sunday to 12:00 midnight Saturday.

6. Facilities and Supplies: The Board agrees to:

1. provide a lockable space for each ProTech employee in their immediate work area.
2. provide all materials needed to perform their duties.
3. provide off street parking.
4. provide all ProTech employees with access to computer/work station located in their immediate work area that is connected to the district's established electronic communication system including necessary passwords to utilize the system. In addition each ProTech employee will be provided with an e-mail account on the district's system.

7. Faculty/Staff Meetings:

1. There shall be no less than twenty-four (24) hours' notice given for a school-based general faculty/staff meeting called by the school-based Principal or Administrator that the ProTech member is required to attend, except in the case of an emergency.
2. 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 cases of emergency.
3. When meetings are scheduled before/after the regular workday, bargaining unit employees will be entitled to compensation in accordance with this contract.

8. Inclusion

1. ProTech employees will not be required to perform medical and/or invasive procedures for any student on routine basis unless the procedures are a part of their regular job description.
2. Appropriate training as determined by the Board for Least Restrictive Environment will be provided for ProTech employees assigned to assist ESE students.
3. 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.

9. Faculty Council (School Site Employees):

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. ProTech members are eligible to serve on the Faculty Council if they are permanently assigned to a school site.
3. 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 faculty and classified staff. The number of additional elected representatives will be based on the number of “principal appointed” positions, using 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.

4. Of the additional members, at least one member shall be appointed by the Association. The remaining additional members will be elected.
5. 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.
6. 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 show in the Supplement Handbook.
7. The membership of the Faculty Council shall be determined within the first 10 days of the 10 month employee contract year.
8. 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.
9. 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 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.
10. 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.
11. The Faculty Council shall meet monthly at a minimum and other times as needed.

12. 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 VI

AUTHORITY AND PROTECTION

- A. Any case of assault/battery upon a ProTech employee 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 the employee while on duty, the Board will advise the employee of rights and obligations of handling the incident by Law Enforcement and Judicial Authorities. An employee 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 employee with 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. An employee, 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 employee can substantiate such to his/her immediate supervisor and the Superintendent. The maximum amount eligible for reimbursement in any one accident 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.
- C. Employees shall not be required to travel during their uninterrupted duty-free lunch period. Lunch shall be exclusive of travel time.
- D. Employees who are required to divide their work assignments between two (2) or more work locations during the same workday shall be given reasonable travel time.
- E. When a caller explains a message as an emergency, it will be delivered as quickly as practical to the employee. All other messages will be delivered as soon as possible.
- F. Yearly pre-retirement information will be made available February 1st of each year.
- G. When a ProTech Employee calls for an administrator for students under his/her supervision, the principal or his/her designee, shall provide appropriate assistance and support.
- H. Complaints and Investigations:
 - 1. The School District or school-based administrators shall conduct an investigation as expeditiously as possible of any formal complaint filed against a member of the bargaining unit. Upon determination that the district is in receipt of a complaint

that should be investigated, the member of the bargaining unit 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.

2. 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.
 3. 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.
 4. No documentation of complaints found to be unfounded or based only on sources anonymous to either party will be included in a member's personnel file.
 5. Individuals notified of an allegation will be notified of the outcome of the investigation upon completion.
 6. The district will inform the member of the bargaining unit in writing of any investigation or investigatory file that was reported to a third party. Notification will occur within 5 business days of reporting.
- I. Unauthorized Computer Use: A Protech employee shall not be liable for unauthorized use of a computer by another person unless it can be proven that the employee did not follow school board procedures regarding preventing unauthorized use. All employees are required to follow School Board Policy including St. Lucie School District's Acceptable Use Policy. The acceptable use policy will be provided to each ProTech employee at the beginning of the school year.
- J. 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 unless the employee's job description requires them to perform such duties.
- K. Release of Employee Information: 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 the character of the individual concerning whom the inquiry is made or reveal anything of a confidential nature.

L. Reprimands:

No administrator shall reprimand a ProTech employee in the presence of students, parents, or colleagues except when the colleague 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 ProTech employee and administration and/or parents except with the permission of all parties involved.

M. Physical and Psychiatric Examinations:

1. The cost of all physical and psychiatric tests or examination taken by the employee 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 employee from a list provided by the School Board. No employee shall be compelled to submit any test or examination without a written statement of the need for such examination from the School Board or its designee.
3. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians or psychiatrists of the employee's choosing. The cost shall be borne by the employee 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 employee 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 employee.
4. The report(s) of the examination(s) completed pursuant to the contract shall be placed in the employee's personnel file.

N. 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 an employee's personnel file without the review and written approval of a Human Resource Administrator for compliance with St. Lucie County School Board Policy. Employees will be given a copy of any material to be added to their personnel file and may provide a written response to the material.

O. Use of Reasonable Force and Manual Physical Restraint:

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 the reporting the use of manual physical restraint or the use of reasonable force to the parent in accordance with established guidelines.

P. Progressive Discipline: Disciplinary action shall be for just cause and shall be administered in a manner to correct behavior. Disciplinary action 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 the approval by the School Board).

A member of the bargaining unit may be demoted only after receiving a Letter of Reprimand or Suspension without pay.

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 is reports to a third party including to the Department of Education in accordance with F.S. Sections 1012.795 and 1012.796. The grievance timeline will begin when the member has received either a Summary of Conference or Letter of Concern, and the most recent notification that the items have been provided to a third party.

ARTICLE VII

TRANSFER OF PROTECH EMPLOYEES

A. Transfers and Administrative Approval:

1. 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 personnel. After that date, all transfers must have approval of both sending and receiving administrators.
2. Transfers with Commensurate Experience: Full experience credit will be granted to employees who transfer into a position with commensurate job duties as determined by the Human Resources department.
3. Transfers with Non-Commensurate Experience: Employees who transfer from one position within the district to another position in the bargaining unit will receive partial to full credit on the salary schedule for time worked within the school district. For those who transfer into positions with non-commensurate job duties as determined by the Human Resources department, they will receive credit as follow:
 - a. Minimum of 4-10 years in the district, the employee would receive credit for 50% of years of experience on the salary schedule for a job not determined by Human Resources to be similar in function as referenced by the table below:

Years of Experience	Salary Schedule Credit Awarded
4	2
5-6	3
7-8	4
9-10	5
11 or more	Full credit

- b. Eleven (11) or more years in the district, the employee would receive credit for 100% of the years of experience on the salary schedule for a job not determined by Human Resources to be similar in function.
 - c. Transfer provisions do not apply to promotions.

- #### B. Notification: Any member of the bargaining unit who has requested a transfer to a specific posted vacancy or to a specific posted promotion will be notified in writing of the administrative action taken on such transfer or promotion request.

C. Positing of Vacancies: During the school year, all known ProTech Unit vacancies shall be posted at work sites as follows:

1. Vacancies for the ProTech Unit current school year: no less than Five (5) days 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.

D. Involuntary Transfers: Involuntary Transfers will be made with the approval of the Superintendent with a reduction in the number of ProTech employees at a site is necessary and will be subject to the following:

1. The notice of the reduction shall be presented to the staff by the principal or supervisor and posted. Volunteers at the affected site shall first be sought and transfers shall be awarded to the most senior qualified volunteer based on District seniority. If volunteers are insufficient, then involuntary transfers are made. Those lowest in time of service in the District being transferred first, provided; that the transfer is consistent with overall district program needs. No ProTech Unit employee will be involuntarily transferred two successive years. A ProTech Unit employee involuntarily transferred shall have the option of returning to the site from which he/she was transferred provided a position becomes vacant.
2. The procedures listed herein shall not apply to or limit the District's right to involuntarily transfer for reasons other than suffering reduction at a work site.

E. Summer School:

1. All ProTech Unit employees shall have an opportunity to apply for summer school positions for which they are qualified based upon the following:
 - a. Submittal of a summer program application to the Human Resources Department within the advertisement period.
 - b. Recent work experience within the most recent five year period consistent with the summer school position desired.
 - c. The most recent year of experience must have been completed with satisfactory evaluation.
 - d. Seniority in the district.
2. ProTech Unit employees will be selected on a rotating eligibility system wherein a ProTech Unit employee who is offered a summer school or Extended School Year

position will be placed at the bottom of the eligibility list for the following year. However, in the case of Extended School Year, priority will be given to the paraprofessional's ProTech Unit current work assignment as appropriate.

3. Protech Unit employees shall be notified in writing as to the status of their employment for Summer School or Extended School Year as soon as possible prior to the beginning of Summer School or Extended School Year.
4. If student enrollment requires a reduction in staff, those lowest in time of service in the district at the site will be reduced first, with the exception of paraprofessionals placed in Extended School Year positions as reflected in Article VII.E.2 above.
5. Those employees impacted by a reduction in staff who worked less than half of the summer school session shall be placed above those who worked for the full summer session on eligibility list for the following year.
6. Professional Development will be made available to any ProTech Unit paraprofessional interested in working with students with disabilities in Extended School Year.

In the event that the District changes the terms under which Summer School was negotiated, both parties agree to reconvene a Summer School Subcommittee for collaborative bargaining.

- F. Staffing of New Facilities: In the staffing of new facilities ProTech Unit employees with seniority in the district shall be given consideration.

ARTICLE VIII
LEAVE OF ABSENCE

A. General Provisions

1. Leave without pay may be granted for a period not to exceed one year. Application for such leave shall be submitted in writing with the reasons therefore, to the principal or department head. All such leave requests are subject to final approval by the Board.
2. Except in the case of an emergency, requests for 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 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 days, 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. Approved Leave

1. Approved leave without pay shall not constitute a break in service.
2. An employee returning to work after an approved leave of absence shall be reassigned to the same classification or to a comparable classification that he/she held before going on leave.

C. Vacation Leave

1. Vacation day accruals for twelve (12) month personnel are established as follows:
 - a. 13 workdays per year for employees who have been employed by the School Board of Saint Lucie County less than five (5) consecutive years.
 - b. 16.25 workdays per year for employees who have been employed by the School Board of Saint Lucie County more than five (5) consecutive years, but less than ten (10) consecutive years.

- c. 19.50 workdays per year for employees who have been employed by the School Board of Saint Lucie County more than ten (10) consecutive years.
2. The number of years used for this purpose must have been continuous and spent with the Saint Lucie County School Board. Vacation time must be approved by the Superintendent/designee and should be planned so that normal operation of the system can be realized.
3. In applying the above table, it shall be determined that the employee has both continuous and creditable service before the annual leave credits are granted. Any service break without approved leave will break continuity and the employee must start at zero years, if re-employed.
4. Vacation leave may be used as accrued. Employee shall not accumulate more than sixty (60) days of vacation leave and shall take no more than twenty (20) consecutive workdays off at one time.
5. Upon resignation, termination, or change of employment to a lesser month position, the employee may take his accumulated leave before the date of termination.

D. Maternity/Paternity or Adoption Leave

Any employee employed on a full-time basis shall be granted Maternity Leave without pay for a period not to exceed one year. Such leave shall commence on a date determined by the employee 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 until such time as maternity leave begins.
2. An employee adopting a child shall be entitled, upon request, to a leave not to exceed one 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 employee who has received either maternity or adoption leave may return to work after the leave has expired without loss of previous leave benefit.
4. An employee who has been on maternity or adoption leave will, upon expiration of such leave, be assigned to the employee's former position or a comparable position.

E. Sick Leave

1. Any member of the bargaining unit employed on a regular basis who is unable to perform his/her duty 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 to do so.
2. Extent: Each member of the bargaining unit employed as a regular employee shall earn one day of paid sick leave for each month employment which shall be credited to the member at the end of the 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 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 cumulative from year to year without limitation. All members of the bargaining unit shall be entitled to use sick leave for maternity until such time as maternity leave begins.
3. Sick Leave Donation: Members of the bargaining unit are authorized to donate accrued sick leave to any person who is a 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. The provision shall not apply to paid or unpaid leave available in accordance with any sick leave pool, nor to any other form of leave.

F. Bereavement Leave

In the event of the 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 to be used will be at the employee's option

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

G. Civil Leave

If an employee is subpoenaed to court as a witness, except for any action in which he/she or the Union is a party, the proper leave application form shall be submitted with a copy of the subpoena attached. 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. An employee shall receive his/her regular salary on those regularly scheduled working days he/she is required to be absent, provided that he/she promptly provides evidence of attendance in the form of the actual warrant received from

the court. Failure to provide such evidence and to reimburse the Board within thirty (30) calendar days after returning shall result in the employee's loss of regular pay during the leave period.

An employee may request personal leave or vacation if he/she is subpoenaed or otherwise appears in an action in which he/she or the Classified Unit is a party.

H. Medical Leave

Up to a year's leave of absence may be granted to employees for personal illness. A doctor's statement relating to 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.

I. Personal Leave With Pay

Each employee 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.

J. Temporary Duty Assignment

Temporary duty assignment is authorized for employees who are assigned by the Superintendent to be on duty at such place or places removed from their regular place of duty and mutually agreed upon by the employee.

Such assignment to temporary duty will ordinarily be initiated by the Superintendent or his designee. Employees will receive their regular pay and may be allowed expenses as provided by law and regulations.

K. Release Time Association President, Officer

The President of the Association and one elected officer of the Association will be granted a renewable leave of absences, at no cost to the Board. If a bargaining unit member 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 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 working experience for salary purposes, and will not break continuity of services 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.

L. Release Time Union Activities

In addition to the leave of absence granted to the President of the Association, under Article XI, Par. O., 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, suit or other forms of liability that may arise out of granting a leave under this section. Additional days may be approved by Superintendent for lobbying purposes.

M. Sabbatical Leave

Any member of the bargaining unit who is on continuing status shall be eligible to apply for Sabbatical Leave after seven (7) years of satisfactory service with the St. 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 will. An employee 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 an employee on Sabbatical leave, such member shall receive 50% of his/her basic salary. In addition, the Board will pay the Board's contribution for retirement and FICA of the person leave.

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

1. The employee must be entering the last year of an approved post-secondary educational degree program.
2. The work performed must lead to a Bachelor's or higher degree in education or a field related to their work assignment.

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 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 ProTech Unit employees paid from local or state sources for that year in which applicants apply.

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

Employees receiving a sabbatical must earn a minimum of 15 credits during the year not including summer courses. If the sabbatical is for one semester of student teaching to complete the degree, then no minimum credit is necessary.

N. Leave may be taken in 15-minute increments.

ARTICLE IX

EVALUATION

- A. All employees will be formally evaluated once each year by the principal, the immediate supervisor of his/her administrative designee. Employees who do not have continuing status will also receive a midyear evaluation review.
- B. Employees will be made aware of the criteria, appraisal form and the name of the immediate supervisor for the evaluation at the beginning of each school year or during the first month of employment if the employee begins work after the school year has begun.
- C. Each new employee or new transferee shall receive a verbal orientation and a written job description from their immediate supervisor or designee within the first ten (10) working days of employment.
- D. Observation of employees shall be done openly and shall not be used to harass any employee.
- E. When an immediate Supervisor identifies a deficiency, the employee shall be notified of his/her said deficiency(ies) with ten (10) working days.
- F. The annual evaluation form will be signed by the employee, a copy of the evaluation form will be filed in the employee's personnel file and a copy will be give to the employee. Such signature by the employee only acknowledges that he/she has read the report and does not necessarily indicate agreement with the contents. If an employee received a rating of "improvement expected" or "unsatisfactory" on any category of the evaluation, the evaluator will provide written comment and suggestions for improvement.
- G. The employee's assessment file will be opened for inspection by the employee or his/her designee and others as designated by the Superintendent.
- H. As part of the employee's formal yearly evaluation or midyear evaluation review, each supervisor shall schedule a conference with the employee for the purpose of reviewing the evaluation. The employee may submit a written response to be attached to the evaluation form.

ARTICLE X

REDUCTION IN FORCE, LAYOFF, REASSIGNMENT, RECALL, AND CONTINUING STATUS

- A. Length of Service: For the purpose of this article, length of service (or “seniority”) shall be defined as an employee’s length of continuous service with he School Board of Saint Lucie County since the employee’s last date of hire. An employee’s continuous service record shall be broken by voluntary resignation, non-reappointment to a position, or termination by discharge, abandonment of a position, or retirement.
- B. Reduction in Force: A reduction in force (RIF) occurs when a position is eliminated without the intention of replacing it and results in a permanent cut in the number of positions within the bargaining unit, except for Grant Funded Positions.
- C. Layoff: A layoff is defined as the release of an individual employee, termination, from employment as a result of a reduction in force. A reduction of force is defined as the temporary or permanent reduction in the number of employees for lack of work or funds without fault on the part of the employee, prior to the end of the fiscal year. If the District will be transferring employees to avoid layoffs, the procedures outline in Article VII D must be used. In the event it becomes necessary to lay off employees in a school or department, the following procedures shall apply, unless required otherwise by the court order or applicable law:
1. Temporary employees shall be laid off before any regular, full time employees is laid off base on school system and department needs. No full time employee shall be laid off before they are offered the opportunity to fill a job vacancy which the School District is actively seeking to fill and for which the employee is qualified. Any movement of any employee from one worksite to another as a result of a reduction in force shall be considered an involuntary transfer as provided in Article VII. D and shall abide by the procedures outlined in Article VII. D.
 2. The School Board shall determine the position and/or classification to be laid off. The choosing of the specific employees to be laid off will be on a district wide basis and will not be limited to the school or department where the eliminated position is located.
 3. For purposes of determining the order of layoff, the position within the level of the classification as reflected on the payroll schedule, shall be used. The employee in their identified classification with the least length of service in the School District as defined in paragraph A, above shall be the first laid off.
 4. If two or more employees in the affected classification have the exact amount of length of service as defined in paragraph A, the Superintendent or their designee shall make the decision on who shall be laid off based upon:

FIRST: Job performance and qualifications; if that being substantially equal then:

SECOND: Length of service in the affected classification

5. The Association shall be provided a length of service list of the employees within the classifications, prior to any layoffs or recalls.
 6. The Association and the employee to be laid off shall be given written notice of layoff at 10 work days prior to the effective date of the layoff.
- D. Grant Funded Positions: Individuals hired or voluntarily transferred to positions dependent upon a specific grant funding are hired for the duration of the grant only and the termination of the position at the end of the grant funding shall not constitute a layoff, as defined in this article. Employees will be notified in writing that these appointments are contingent upon grant funding. When grant funding is depleted, reasonable efforts will be made to assist individuals with satisfactory evaluations to find positions with the School District.
- E. Change in Assignment: The Executive Director of Human Resources or their designee will discuss any changes in assignments with the employee directly involved. When an assignment involves moving from one worksite to another the employee shall be given at least three (3) working days written notice. An orientation of specific job responsibilities will be provided by the immediate supervisor or designee with the first ten (10) working days of reassignment.
- F. Continuing Status:
1. The probationary period for newly hired Professional/Technical Unit employees shall be on hundred and twenty (120) working days beginning the first day the employee reports to work.
 2. After satisfactory completion of the probationary period, the newly hired Professional/Technical Unit employee will be employed on an annual basis by the School Board. At the expiration of this annual employment there will be no guarantee of a position for the coming year. If the position will be available for the next year, the employee may be considered for another year. If his/her services are non-renewed, he/she shall be notified in writing, of his/her employment status by June 1 for eleven (11) month and twelve (12) month employees and by May 1 for all other employees. Such notices shall include the reasons for non-renewal. The employee have the right to appeal this decision to the Superintendent whose decision shall be final.
 3. After serving three (3) consecutive satisfactory years on an annual basis, full time Profession/Technical Unit employees recommended by the Superintendent and approved by the School Board shall be known as continuing employees who status

shall continue from year to year. Professional/Technical Unit employees meeting the criteria as stated in this paragraph as of the ratification date of this assignment.

4. If an annual or a continuing status employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position and the employee's former position is filled, the employee will be transferred to a vacant position for which he/she qualifies. The probationary period for promotion is ninety (90) working days. If no such position is available, then the employee shall be considered laid off with recall rights under paragraph C of this article. The determination of whether the employee satisfactorily completes the promotion probation period shall not be subject to the grievance/arbitration procedure.
5. After the probationary period as defined above, the Board and/or its representatives may discharge an employee at any time, however, except as provided in paragraph 2, the Board must show just cause for such discharge.
6. Continuing Status does not apply to employees who are laid off or who abandon their jobs under the provisions of this contract.
7. Continuing contract status does not apply to managers. Managers remain on annual contract. If a manager is non-renewed, he/she shall be notified in writing, of their employment status by June 1 for eleven (11) and twelve (12) month employees and by May 1 for all other employees.

ARTICLE XI

COMPENSATION AND FRINGE BENEFITS

A. Salary

The District and the Union agree that providing additional compensation is a budget priority. To that end that parties agree to meet annually, to identify available resources that may be used for compensation.

Upon agreement that 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. 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 the 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 agree to negotiate the district's contribution to plan premiums, HSA contributions and Wellness plan annually.

Upon agreement 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 HSE contributions and well ness 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 from 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 will Wellness Incentive Program will be reviewed quarterly by the Collaborative Bargaining Compensation Subcommittee.

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 or change annuities any time between May 1st and August 31st as long as authorizations are received by August 31st. The effective date for such will not be later than the September payroll. Employees may drop annuities any time during the year by submitting a written request to the payroll department and allowing up to sixty (60) days for processing.

D. Travel Allowance

ProTech 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 state law. Such mileage reimbursement shall not include routine travel to and from the ProTech employee'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. Credit on the Salary Schedule

ProTech employees 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 Resource Department by October 15th of the current fiscal year to receive credit for the entire year.

F. Supplements

1. Retirement Supplement:

Each eligible and retiring member of the ProTech Bargaining Unit shall be entitled to receive a retirement supplement of 15% of his/her annual salary exclusive of supplements in a one lump-sum at the close of the school year. A retiring employee must qualify for retirement under the Florida Retirement System. In addition, the employee must have no less than twenty-five (25) years creditable service with the St. Lucie County School District. The employee shall be eligible for the bonus only during his/her initial year of retirement eligibility.

In each school year an employee who becomes eligible for the retirement supplement must by March 1 have completed the necessary application for retirement through the Human Resources Department and resign effective at the end of the regular scheduled work year for the employee.

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.

2. Athletic and Extracurricular Supplements (Ratified 12/2009)

In order to insure hourly, non-exempt staff employment standards consistent with the requirements of the Fair Labor Standards Act, the following policies and procedures apply:

- a. All such employees interested in coaching or advising/sponsoring an extracurricular club or activity shall sign the HR volunteer form making it clear that such participation is, in fact, voluntary.
- b. A salary shall not be paid to those who volunteer to perform these services. However, the specific stipend/nominal fee listed for the activity in the salary schedule supplement handbook shall be received by those who volunteer.
- c. Stipends shall not exceed twenty (20) percent of what the Bureau of labor Statistics identifies as the national average salary for a full-time head football coach or extracurricular advisor. Amounts listed in the supplement schedule are in full compliance with this requirement.
- d. Employees in this category shall not be otherwise employed by the School Board of St. Lucie County to perform the same services as those for which they are volunteering.
- e. The stipend for non-exempt employees will not increase or decrease based upon the performance of any sports term, academic club, etc.
- f. Volunteer activities may not begin until approved by the school administrator or the Human Resources Department.
- g. The stipend shall remain in effect until and unless the Wage and Hour Division of the U.S. Department of Labor requires a change or modification for the purpose of meeting FLSA compliance requirements.

G. Direct Deposit

All new employees will be required to receive their regular scheduled by direct deposit.

H. Terminal Pay

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:

1. At normal or disability retirement, or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:
 - a. during the first three years of service the daily rate of pay multiplied by 35% times the number of days accumulated sick leave;
 - b. during the next three years of service the daily rate of pay multiplies by 40% times the number of days of accumulated sick leave;
 - c. during the next three year of service the daily rate of pay multiplied by 45% time the number of days of accumulated sick leave;
 - d. 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.
2. 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.
 - a. Accumulated sick leave shall include only the number of days for which the employee earned sick leave days in the county.
 - b. 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.

I. Garnishment

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 and the department or court as authorized the Florida Statutes 409-2574 and the IRS are the only organizations to the knowledge of the Board that do have the legal right to demand funds withheld from an employee's salary and remitted to it.

- J. Employees will receive their compensation in twenty-four (24) equal checks payable semi-monthly.

- K. If an employee 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 schedule payments be less than two. However, if an employee terminates with the District all scheduled payments shall become due at the time of termination.
- L. 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.

ARTICLE XII
CONTRACT WAIVER

- A. 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 waiver 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 the 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 faculty 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 the worksite to revise their plan and re-apply.
5. Applications for a waiver shall contain a specified time for the waiver to be in effect.

ARTICLE XIII

MISCELLANEOUS

- A. 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.
- B. Any individual agreements between the Board and any individual employee shall conform to the terms of this contract.
- C. Copies of the Contract titled “Contract Between the Education Association of St. Lucie-Professional/Technical Unit and the School Board of St. Lucie County” shall be printed by the Board within sixty (60) days after the Contract is ratified. The expense shall be paid by the Board.

ARTICLE XIV

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 purpose:

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 reserved for future use.

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 versions. Copies of this Contract printed after the date of ratifications will include updated Appendices A-E.

ARTICLE XV
TERMS OF CONTRACT

- A. 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 to this Contract.
- B. If any provision of the 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. 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. Salary and benefits will be opened each year for negotiations. Should either part elect to return to the “traditional process of collective bargaining” a written notice of 90 days will be provided.
- D. Negotiation procedures: All Collective Bargaining between the Board and the Classified Unit 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. This contract may be renewed for an additional 3 years (through July 1, 2025 upon mutual agreement of both parties.

**St. Lucie County Classroom Teachers’
Association/ProTech Unit**

School Board of St. Lucie County, Florida

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

Dr. Helen Wild
Chief Negotiator

Christine K Hill
Chief Negotiator, ProTech

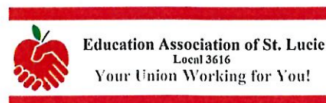
E. Wayne Gent
Superintendent

Jennifer Kinkade
Vice President, ProTech

Dr. Donna Mills
Chairman of the Board

APPENDIX A

APPENDIX A Official Grievance Form



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

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

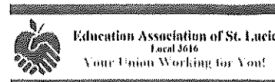
Wellness Activities and Associated Points for 2021 – 2022

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 – ProTech
Regarding Salaries
October 21, 2021



The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL)/ ProTech.

Both parties agree that ProTech salaries are a priority. Eligible employees will receive:

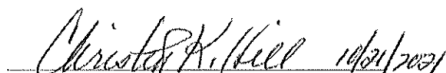
- a step plus an amount to equal a 3% increase.
- An additional step will be added to the top of each salary schedule.

This agreement is retroactive to July 1, 2021, except for summer school 2020-2021 work done outside of an employee's normal contract days.

This agreement is in addition to the \$1000 Disaster Relief Payment already received and the \$750 HSA contribution and supplement base increases previously negotiated.

Both parties agree to implement this LOU prior to the conclusion of negotiations for the 2021-2022 school year.

 For David Freeland  10/21/21
E. David Freeland, President EASL 10/21/2021 Dr. Helen Wild, Chief Negotiator, EASL

 10/21/2021
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.

 10/4/21
E. David Freeland, President EASL

 10/4/21
Helen Wild, Chief Negotiator, SLPS

 10/4/2021
Christine K. Hill, Chief Negotiator, EASL