

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

SUPPORT PERSONNEL ASSOCIATION OF
LEE COUNTY

Petitioner

CASE NO. CA-2024-025

v.

THE SCHOOL BOARD OF LEE
COUNTY, FLORIDA,

Respondent.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, (hereinafter "Agreement") is made and entered into this 5th day of March, 2025, by and between Support Personnel Association of Lee County ("SPALC") or ("The Charging Party") and the School Board of Lee County, Florida ("The School District") (Throughout this Agreement, SPALC and The School District shall be referred to collectively as the "Parties.")

WHEREAS, The Parties approved a Collective Bargaining Agreement ("CBA") for Fiscal Year 2024-2026 which provided for an increase in the base rate of pay (hourly rate) of eight (8) percent effective July 1, 2023. The agreement for the increases in pay was reached on -- November 30, 2023 to be paid on December 15, 2023.

WHEREAS, The School District made some retroactive payments that were not consistent with the language of the CBA.

WHEREAS, The Charging Party filed an unfair labor practice charge.

WHEREAS, The School District filed an Answer to the unfair labor charge and asserted affirmative defenses.

WHEREAS, The Charging Party and The School District desire to amicably resolve the unfair labor practice charge currently pending before the Public Employees Relations Commission ("PERC") in Case No. CA-2024-025 and to fully and finally settle all existing or potential claims and disputes between them, whether known or unknown as of this date arising out of Case No. CA-2024-025.

NOW THEREFORE , in consideration of the mutual covenants and promises contained herein, the Parties stipulate and agree as follows:

AGREEMENT

1. The School District agrees to pay SPALC unit members for backpay the total sum of \$303,156.01 (THREE HUNDRED AND THREE THOUSAND ONE HUNDRED AND FIFTY-SIX DOLLARS WITH ONE CENT), plus interest of \$31,595.10 (THIRTY-ONE THOUSAND FIVE HUNDRED AND NINETY-FIVE DOLLARS WITH TEN CENTS) for a total of \$334,751.11 (THREE HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED AND FIFTY-ONE DOLLARS WITH ELEVEN CENTS) hereafter (The Settlement Funds"). The sum is to be disbursed to each SPALC member identified in the Excel sheet included and made an integral part of this agreement as **Exhibit 1**, for the amounts therein identified, via check or electronic transfer within thirty (30) days of complete execution of this Settlement Agreement.

2. The School District also agrees that any SPALC member who was inadvertently excluded from the list of eligible employees in **Exhibit 1** and so informs the School District within 60 (sixty) days of complete execution of this Settlement Agreement, will be paid any amounts due, using the same formulas for calculation of backpay and interest as those used to calculate the amounts in **Exhibit 1**.

3. SPALC acknowledges and agrees that the delivery of the Settlement Funds contained in the Agreement constitutes full compliance with this Settlement Agreement, except as to those members identified in Paragraph 2.

4. The Parties shall each bear their attorney's fees and costs related to this litigation.

5. This Agreement is made without reliance upon any statement or representation of any party hereby released except those contained in this Agreement. This Agreement contains the entire understanding of the Parties and may not be modified except by writing which is signed by all of the Parties to this Agreement. Any oral or written promises or assurances not contained in this Agreement are waived, abandoned, withdrawn, and without legal effect.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement, and may be consummated by facsimile or electronically transmitted signatures which shall have the same legal effect as an original signature on paper.

7. The Parties, as signatories to this Agreement, acknowledge that they have read this Agreement, that they fully know, understand, and appreciate its contents, that they have been advised by or have had an opportunity to consult with their respective counsel regarding its contents, and that they execute the same and make promises provided herein voluntarily, with authority, and of their own free will.

8. Any breach of any term, provision, or obligation of this Agreement by any party shall entitle the other to seek enforcement of such term, provision, or obligation in a court of law or administrative tribunal of competent jurisdiction. It is expressly understood and agreed that

this Agreement shall be governed by the laws of the State of Florida, with exclusive venue for any action based upon an alleged breach of any term, provision, or obligation of this Agreement in Lee County, Florida. Upon signing this agreement SPALC shall dismiss with prejudice Case No. CA-2024-025 unfair labor practice charge.

**FOR THE SUPPORT PERSONNEL
ASSOCIATION OF LEE COUNTY**

**FOR THE SCHOOL BOARD OF LEE
COUNTY, FLORIDA**

Arlease Williams
Signature

Debra M. Carlson
Signature

Arlease Williams
Printed Name

Debra M. Carlson
Printed Name

President
Title

Superintendent
Title

Date

Date