

AGREEMENT

BETWEEN

THE FRANKLIN COUNTY SCHOOL BOARD

AND

**THE FRANKLIN EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, FEA-
NEA FOR**

2023-2026

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ARTICLE I AGREEMENT

This Agreement between the Franklin County School Board (Hereinafter Referred to as the "Employer" and the Franklin Educational Staff Professional Association) Hereinafter Referred to as the "Union"), to be effective upon ratification by the unit Membership and upon approval by the Employer.

ARTICLE II RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided in Chapter 447, Florida Statutes, for those employees in the unit described below.

INCLUDED: Attendance Officer, Auxiliary Services Secretary, Bus Driver, Certification Specialist and Secretary for District Instructional Services, Custodial Supervisor, Custodian, Data Entry Clerk, District Receptionist, ESE Bus Monitor, Food Service Assistant/Bookkeeper, Food Service Assistant Manager, Food Service Staff, General Facilities Technician, Lead Prekindergarten Paraprofessional, Maintenance/Building, Maintenance/Electrician, Management Information Systems Specialist, Mechanic, Paraprofessional, Principal's Secretary, School Bookkeeper, and School Receptionist/Secretary.

EXCLUDED: Accountant, Accounts Payable/Property Specialist, Administrative Assistant to Superintendent, Coordinator of Assessment & Instructional Technology, Director of Auxiliary Services, Director of Curriculum and Vocational Education, Director of Financial Services and Human Resources, Director of Special Programs, Food Service Director, Food Service Manager, Payroll/Insurance Specialist, and Personnel Records Specialist.

ARTICLE III NEW CLASSIFICATION

It is agreed by both parties that as new classifications are created by action of the Employer, the question not inclusion or exclusion with this Agreement shall be determined by comparability with the list of position classifications as set forth in Article II and the employee designation.

ARTICLE IV JOB SPECIFICATION

The employer agrees that each employee covered by this Agreement shall be assigned specific classification to which each classification will have a written job specification outlining the duties.

ARTICLE V PAYROLL DEDUCTION

The parties agree that under current Florida law the language in Article V below is null and void. Should the law change and permit the School Board to allow union dues payroll deductions, the parties will meet and agree to the same language or modify as the law requires.

ARTICLE VI GRIEVANCE PROCEDURES

- A. Any claim by a member of the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that any Employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union Representative.
- C. The filing of a grievance must take place within ten (10) working days of the occurrence of the alleged grievance or within ten (10) working days of when the employee knew or should have known of the events which gave rise to the grievance.
- D. If, after the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedures may be processed through the union. The grievant shall obtain a grievance form (Appendix A) from the work site Union

Representative, complete and sign the form and submit the form as provided in Step I of this procedure. Such form shall be fully completed.

STEP I

The Grievant shall submit to the immediate supervisor, a copy of the completed form. If the grievance involves more than one school building it shall be filed with the Superintendent or his/her/ designee. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall meet informally with the grievant and Union Representative in all effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing with seven (7) working days, after such meeting, and shall furnish a copy thereof to the union.

STEP II

If the grievant, represented by the union, is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) working days of such meeting, the grievance shall be submitted to the superintendent. Within ten (10) working days the superintendent or his/her designee shall meet with the grievant and the union steward and shall indicate the disposition of the grievance in writing seven (7) working days of such meeting and shall furnish a copy thereof to the union.

STEP III

If the aggrieved is not satisfied with the disposition at Step II, the aggrieved may choose to submit the grievance to either a School Board hearing or an arbitrator. If the aggrieved chooses a board appeal, the Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) working days in which to provide its written decision to the aggrieved. Such decision is final and not subject to the arbitration step of this Article.

STEP IV

If the grievance remains unresolved at the conclusion of Step II, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) working days in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The

arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The right to proceed to the arbitration step shall be limited to the Union.

- E. The Board and the Union shall share equally the fees and expenses of the Arbitrator.
- F. The time limits herein provided shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 14 of any year and strict adherence to the limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the school term or as soon thereafter as possible. Whenever illness or other incapacity of the parties prevent attendance at the Grievance Meeting, the time limits shall be extended to such time that the parties can be present when such grievance meeting and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- G. Adjustments of any grievance as described herein shall be consistent with the provisions of this agreement
- H. All employees will be entitled to fair, reasonable and equitable treatment. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- I. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of contract, the aggrieved shall be reinstated with full reimbursement of all professional compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the employee.
- J. Nothing in this article shall be construed to prevent any grievant from presenting, at any time, his own grievances, in person or by legal counsel to the employer, and having such grievances adjusted without the intervention of the Union, provided however, that if such grievant chooses to represent himself, he shall do so in accordance with the provisions and procedures outlined in this contract.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. During the process period of a grievance, the grievant shall continue to follow the directions of his/her immediate supervisor until such time as the grievance is settled.

**ARTICLE VII
UNION-MANAGEMENT COMMITTEE**

- A. Members of the Committee shall be designated by the union (not to exceed) (3) to meet with the members of a committee designated by the employer (not to exceed three (3)). The Union membership of such committee shall consist of persons within the position classifications covered by the Agreement.
- B. Such meetings shall be held at the request of either party by giving in writing the subject to be discussed and at least five (5) working days notice in advance. These meetings shall be held at a time and place mutually agreed upon.
- C. The purpose of these meetings will be to discuss problems and objectives of mutual concern, not involving grievances.

**ARTICLE VIII
UNION REPRESENTATIVES AND SITE REPRESENTATIVES**

- A. The Union shall have the right to select employees from within its groups to act as Union Representatives. The names of the employees selected as representative shall be certified in writing to the employer. It is agreed to and understood by the parties to this agreement that there shall be one Union Representative for each location of the employer and each facility.
- B. A duly authorized Union Representative or the Representative of its respective affiliate shall be permitted access to school properly to investigate working conditions, worker complaints, and problems, in response to specific complaints provided that they make their presence and the nature of the business known 24 hours prior to entering the building or premises, provided that this shall not interfere with or disrupt normal work productions. When it becomes necessary for a Union Representative to investigate during the working day, specific complaints to determine if a grievance exists, a time without loss of pay, may be scheduled with his/her immediate supervisor.

**ARTICLE IX
BULLETIN BOARDS**

A Bulletin Board provided by the Union for general posting of meetings and General Union letters maybe placed at each work site with location approved by the Principal/Immediate Supervisor.

ARTICLE X REST BREAKS AND LUNCH PERIOD

All employees work schedules shall provide two (2) fifteen minute rest breaks, one in the first half of the work day and one in the second half, the only exceptions to this shall be:

- A. Bus drivers who work approximate two (2) hours in the morning and two (2) in the afternoon.
- B. Teacher paraprofessionals whose rest breaks will coincide with teacher breaks based on student schedules.
- C. Lunchroom workers whose food preparation schedules often will not allow for two (2) fifteen-minute breaks. The workday is reduced by 30 minutes with the workday ending at 2:00 p.m. rather than 2:30 p.m.
- D. Employees shall have a minimum thirty (30) minute duty free lunch period each day or at the end of the scheduled work day as mutually agreed to by employee and supervisor.

ARTICLE XI WORK RULES

- A. Except as this agreement shall hereinafter otherwise provide, all written terms and conditions of employment in effect at the time this agreement is signed, as established by the rules, shall continue to be so applicable.
- B. Union will be given the opportunity to discuss any proposed rule change prior to being adopted by the Board, except in case of an emergency.
- C. The employer further agrees to furnish each employee in the bargaining unit with a copy of this contract and his/her job description. New employees shall be provided with a copy of his /her job description at the time of employment.
- D. Detailed work schedules and procedures in accordance with job description for each classification adopted by the School Board shall be explained to each employee by his/her immediate supervisor. Such work schedules shall be strictly adhered to by the employee.
- E. All employees shall sign in and out of their respective work site: starting and ending of work day, and at any time they leave the work site during the day: except that bus drivers shall sign in upon completion of the morning run. During the work day the employee must also have the approval of his/her immediate supervisor or his/her designee and give reason for departure.

- F. All personnel shall participate in all district in-service related to their job responsibility as determined by their immediate supervisor.
- G. All personnel shall remain at their workstations, be actively engaged in their prescribed work, refrain from doing any personal work and making or receiving any personal calls or visitors.
- H. When emergencies arise, an employee may be granted permission to leave the work site by his/her immediate supervisor. Such time missed must be made up when not covered by leave.
- I. Any employee who takes leave without proper notification as prescribed in School Board Policies shall be charged personal leave for such time and be subject to discipline up to and including termination.
- J. Any employee who reports to work late shall be given a warning by his/her immediate supervisor. On the third such tardy an official reprimand shall be given to said employee. Upon the fourth such tardy the employee shall be docked one-half (1/2) days pay and be subject to discipline up to and including termination.
- K. Any employee requiring a substitute (bus driver, custodians, lunchroom workers, paraprofessionals) who does not report to work by 15 minutes after the beginning of the workday, a substitute shall be called and the employee will be docked a half days pay. If the employee does not notify the principal or immediate supervisor one hour before mid-point of the workday that he/she will report for the afternoon session, he/she will be docked a full days pay.

ARTICLE XII

SENIORITY RECOGNITION

- A. Transfers – Transfers within the unit, including transfers from one facility to another and working hours shall normally be covered by classification seniority and job qualifications. The opportunity to transfer shall be offered to employees in seniority order, commencing with the most senior to the least senior employee. In the event that no employee volunteers to transfer, the position or positions may be filled by assigning the lowest person on the classification seniority list with necessary job qualifications. Exceptions to this seniority process may be made in those instances where it is mutually determined to be in the best interest of both the employer and the employee, failure to observe the procedures outlined above, in cases where it is not mutually agreed upon, or any other arbitrary transfers shall be grievable, under the grievance procedures set forth in the agreement. Positions to be filled by transfers will be advertised (internal) for a minimum of ten working days.

- B. Vacation – Choice of vacation periods and days off shall normally be based on classification seniority within the work units.

ARTICLE XIII PROMOTIONS AND TRANSFERS

All promotions (or transfers outside the current classification) to positions within this bargaining unit shall be accomplished in the following manner:

- A. Advertisement will be for a minimum of five working days. Preference will be given to current members of the Unit who meet the qualifications for the position and have a satisfactory evaluation.
- B. Anyone who wants to apply for a position must do so in writing by completing an application form and submitting it to the district personnel office prior to the deadline.
- C. Criteria to be considered for selection includes, but is not limited to, the following:
 - 1. Length of service in the district.
 - 2. Qualifications (All applicants will be considered based upon the same qualification standards. Where the level of qualifications possessed by individuals are equal, preference will be given to current employee.)
 - 3. Length of service within class, i.e. school food service, clerical, etc.
- D. Every employee, regardless of position, shall have the opportunity to apply for any position. Discrimination on the basis of race, national origin, sex, handicap, or marital status is prohibited.

ARTICLE XIV PROBATIONARY PERIOD

- A. An employee who has completed six (6) months of continuous service (which may be extended by mutual consent of the Board and Employee) shall be considered a permanent employee. The months of June, July and August will not be used to compute the probationary period for 10-month employees.
- B. An employee on permanent status may be dismissed or not re-employed for good cause.

ARTICLE XV DISCIPLINE

Disciplinary actions which could result in suspension and/or dismissal will be for good cause and pursuant to State Board Rules and Florida Statutes.

ARTICLE XVI OVERTIME

- A. It is agreed to and understood by the parties to this agreement that employers with position classification as herein specified, will work necessary overtime in cases of emergency as determined by the immediate supervisor and/or District Superintendent. Such overtime shall be compensated at the rate of one and one-half times the regular hourly rate of pay after the regularly scheduled workday. Saturday, Sunday and holiday overtime will be paid only after authorization form is properly completed and a copy given to the employee prior to such overtime assignment.
- B. It is agreed and understood by the parties to this agreement that:
 - 1. The standard work week commences at 12:01 a.m. of each Monday and ends at 12:00 (midnight) the following Friday.
 - 2. The standard number of working hours during any standard workday shall not exceed 8 hours a day.
 - 3. The standard number of working hours during any standard workweek shall not exceed forty (40) hours.
 - 4. No employee shall receive compensatory time unless by mutual agreement between the employee and supervisor, (it is understood and agreed that compensatory time is calculated at the rate of time and a half).

ARTICLE XVII SICK LEAVE

- A. Regular full-time non-instructional personnel shall earn one (1) day sick leave for each month of employment. Sick leave shall be cumulative from year to year. No limit shall be placed on the number of days an employee may accumulate.
- B. Any employee, upon the request of the immediate supervisor, shall verify sick leave with Doctor's excuse up to five days. Thereafter, a Doctor's excuse is mandatory.

- C. Non-instructional personnel who are unable to perform duty because of illness (or death) of Father, Mother, Sister, Husband, Wife or Child, or other close relative, and has to be absent from work shall be granted leave of absence for sickness by the Superintendent in accordance with Florida Statutes 1012.61.
- D. Any non-instructional employee, who finds it necessary to be absent from his position, as prescribed herein, shall notify the Superintendent or someone designated by him before his absence of as soon as possible during emergencies. Any member of the non-instructional staff, before receiving compensation for sick leave, must complete and file, with his/her immediate supervisor an adopted sick leave form and medical certificate if required.
- E. Full-time employee shall be credited with four (4) days of sick leave as of the first day of initial employment and shall thereafter be credited with one day of sick leave for each month of employment up to a grand total for the fiscal year of one day of sick leave for each month of employment. However, when an employee is terminated within the first year of employment with the School Board: that employee shall be docked a day's pay in the last paycheck of each day of sick leave taken which exceeds the number of months worked.
- F. Terminal pay for accumulated sick leave will be paid to any full time employee upon retirement from the District School Board. If termination of employment is by death of employee, any terminal pay to which the employee may have been entitled may be made to his or her beneficiary, however, such terminal pay shall not exceed an amount determined as follows:
 - 1. During the first three 5 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - 2. During the next three 5 years of service, the daily rate of pay, multiplied by 40 percent times the number of days of accumulated sick leave.
 - 3. During the next three 5 years of service, the daily rate of pay multiplied by 45 percent times the number of day's accumulated sick leave.
 - 4. During the next 5th year of service, the daily rate of pay multiplied by 50 percent the number of days accumulated sick leave.
 - 5. During and after the 25th year of service the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. F.S. 1021.61 attached.
- G. Beginning in the 2019-2020 school year, an employee shall be permitted to receive payment for unused accrued sick leave that is earned for the current year and which is unused at the end of the year. Payout shall be based on the employee's daily rate of pay multiplied by 80%. The request for payout must be made in writing no later than

May 1st and will be disbursed on or before June 30th. The employee's available sick leave balance will be reduced by the number of days paid in the sick leave payout.

ARTICLE XVIII
ILLNESS OR DISABILITY OCCURRING DURING VACATION PERIODS

Should an employee on vacation become sick or injured, his department shall charge such period of sickness or disability to sick leave provided the employee notifies his/her immediate supervisor as soon as possible as the time of such illness or disability and furnishes upon his/her return a written report of attending physician confirming such sickness or disability.

ARTICLE XIX
INSURANCE

- A. The Board shall provide 85% of the cost of the prevailing single subscriber premium for a comprehensive group health/hospitalization health insurance policy.
- B. Employees shall be provided, without cost to the employee, a group term life insurance policy of at least \$25,000 to be paid to the appropriate designated beneficiary.

ARTICLE XX PAY PLAN

The pay schedule negotiated in this agreement and ratified by the parties shall be strictly adhered to and each employee shall be paid in accordance with the pay schedule. Initial placement on the schedule shall be based on experience in the area as determined at the time of employment. The salary schedules are in Appendix B.

ARTICLE XXI LAYOFFS

When a shortage of funds or work, or a material change in the duties or organization of a department necessitates that employees be laid off, the following procedures will be followed:

- A. The Employer agrees to provide a layoff list to the Union at least five (5) days before any action is taken.
- B. Layoffs shall be accomplished without prejudice.
- C. Layoffs shall be by classification, with seniority in the district establishing the order of layoff.
- D. No new employee shall be hired to fill a permanent position until all qualified laid-off employees have been offered the position. Recall shall be by seniority in the District, providing laid off employee is qualified for the opening.

ARTICLE XXII CONTRACTING AND SUBCONTRACTING OF PUBLIC WORKS

During the term of this agreement, the employer shall not contract out or subcontract any public work performed by employees covered by this agreement that would eliminate a job classification.

**ARTICLE XXIII
GENERAL PROVISIONS**

- A. The employer agrees that there shall be no disciplinary action of coercion against any employees because of Union Membership or Non-Membership.
- B. The parties to this agreement agree that there shall be no strike, walkout or work slowdown directly or indirectly sponsored by the Union or its membership and there shall be no lock-out of the employer during the period of this agreement.
- C. During the term of this agreement, any article or articles may be reopened by mutual agreement between the representatives of the Franklin Educational Staff Professional Association and the Board.
- D. A current copy of this Agreement shall be posted on the District website.

**ARTICLE XIV
SAVINGS CLAUSE**

- A. Except as this agreement shall hereinafter otherwise provide, all written terms and conditions of employment in effect at the time this agreement is signed as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable.
- B. Should any part of this agreement or any portion therein contained be rendered or declared illegal, invalid, or unenforceable by Court of competent jurisdiction, or by the decision of any authorize Government Agency, such invalidation of such part or portions thereof. In the event of such occurrence the parties agree to meet immediately, and if possible to negotiate substitute provisions for such a parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.
- C. Any delays in the signing of this agreement after ratification by the Union membership and approval by the Employer shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this agreement.

**ARTICLE XXV
PAID HOLIDAYS**

- A. The following paid holidays shall be recognized for all twelve (12) month employees. Employees will be eligible for these holidays when they occur during their work contract.

Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving

Seven (7) days during Christmas-New Year period of which Christmas and New Year will be counted in the fourteen (14) days.

- B. Thanksgiving, Friday after Thanksgiving, December 24 and December 25, and New Year's Day and Memorial Day will be recognized as paid holidays for ten (10) month employees covered by this agreement.
- C. If the holiday falls on Saturday, the immediately preceding Friday shall be a paid holiday. If a holiday falls on a Sunday, the following Monday shall be a paid holiday.
- D. Any and all additional paid holidays that the School Board may grant during the time of this agreement.

**ARTICLE XXVI
SPECIAL ACTIVITIES PAY**

Custodians and food service workers working any special activity shall be paid at the rate of time and a half by the club/activity using the facility. The School Board is not responsible to make these payments but will require the club activity to agree to this as a condition to use the facility.

**ARTICLE XXVII
AUTOMOBILE ALLOWANCE**

A designated employee at each site who is required to use his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to and from the employee's home and an

assigned work location. Travel vouchers will be submitted quarterly. Travel reimbursement in the amount of \$15.00 or less will be submitted the following quarter.

ARTICLE XXVIII OTHER PAID LEAVE

A. Personal Leave

Each member of the educational staff employed on a full-time basis shall be entitled to accumulate sick leave as provided by Florida Statute 1012.61. Each member of the instructional staff is permitted to be absent up to six (days) each year for personal reasons. Such absences shall be charged only to sick leave and leave for personal reason is noncumulative. Personal leave may not be used to conduct union business or for any activity which will result in taxable income. Personal leave will be applied for on a form provided by the Board, the reason given shall be: *This leave request is not a violation of the collective bargaining agreement.* Personal leave request will be filed twenty-four (24) hours in advance, except in cases of an emergency. Immediate supervisors may restrict such leave to 10% of the staff on a given day. It is understood that the supervisor may deny request for personal leave the day preceding or following a holiday, or other critical date (FCAT testing date, for example), when the employee's presence may be in the best interest of the school district.

B. Association Leave

Up to twenty (20) days shall be available, collectively, for representatives of the Association to attend conferences, conventions or other activities of the local, state and national conventions or other activities of the local, state and national affiliated organizations. Such leave shall be approved in advance by the principal. The Board shall pay the salary and benefits upon receipt of documentation verifying activities which are a direct representational nature, including but not limited to collective bargaining grievance and membership representation.

C. Bereavement Leave

In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, grandchild, sibling, stepparent, stepchild, step grandparent, step grandchild, step sibling, parent-in-law, child-in-law, grandparent-in-law, grandchild-in-law, step-parent-in-law, step-grandparent-in-law, sibling-in-law), an employee shall be granted up to five (5) days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

**ARTICLE XXIX
ANNUAL LEAVE**

- A. All non-instructional personnel employed on a 12-month basis shall be entitled to annual leave cumulative from year to year in accordance with Florida Statutes.
- B. The annual leave allowances shall be one (1) work day per month for employees who have not been employed in Franklin County for five (5) years; one and one-fourth (1 ¼) work days per month of for employees who have been employed in Franklin County more than five (5) years but less than ten (10) years; one and one-half (1 ½) work days per month for employees who have employed in Franklin County more than ten (10) years; one and three-quarter (1 ¾) days per for employees who have been employed in Franklin County more than fifteen (15) years. Credit for annual leave will be posted as of the last day of each month. Annual leave for an individual shall be scheduled so there will be a minimum disruption of the school system. All personnel may carry forward from year to year accumulated annual leave up to a maximum of forty (40) days, F.S. 1012.22 (2)
- C. 12-month employees, upon request, shall be permitted to cash out up to 5 days of unused accrued annual leave at the end of the year. The request to cash out must be made in writing no later than May 1st and will be disbursed on or before June 30th of the same year.

**ARTICLE XXX
TEMPORARY DUTY FOR SCHOOL ADVISORY COMMITTEE MEMBERS**

Educational support personnel representatives who serve, as members of the School Advisory Committee (SAC) will be given temporary duty leave to attend SAC meetings held during work hours.

**ARTICLE XXXI
SICK LEAVE**

Sick leave shall be earned, donated, and used in accordance with School Board Policy 4430.03.

ARTICLE XXXII EMPLOYEE EVALUATION

The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration. The evaluation process is designed to assess and communicate performance effectiveness, to aid in improving performance of assigned duties and, if necessary, to develop a performance improvement plan to assist in addressing deficiencies for the employee whose performance is not satisfactory; the process is not to be used as a punitive measure.

The following guidelines shall be used in the evaluation process:

A. Annual Evaluation.

1. An employee's performance shall be evaluated at the end of an employee's service in a probationary period, unless the employee has been dismissed during the probationary period and annually. The period covered by the annual evaluation shall ordinarily coincide with an employee's school year/fiscal year contract.
2. Employees shall be provided copies of the annual evaluation form and a description and explanation of the evaluation process to be used, including the period of employment to be covered by the evaluation, no later than 30 days after the beginning of the evaluation period.
3. The supervisor/evaluator shall schedule a meeting with the employee to discuss the evaluation no later than 10 days after the completion of the evaluation.
4. The supervisor/evaluator and employee shall sign and date the evaluation form that will be placed in the employee's personnel file. The signature of the employee indicates only that the evaluation form has been discussed with the employee and does not imply that the employee agrees with the evaluation. The employee may attach written comment to the evaluation within ten days of signing it.
5. The employee shall receive a copy of the written evaluation.

B. Other Evaluations During the Evaluation Period.

1. If a supervisor/evaluator determines during the evaluation period that an employee's performance needs to be improved, the supervisor/evaluator shall ordinarily meet with the employee to discuss such performance and to provide the employee with recommendations for its improvement.
2. If the employee's performance does not improve after a reasonable time, the supervisor/evaluator may provide the employee with a "Performance Improvement Notice". Such notice may also be provided as an initial response to unsatisfactory performance that is sufficiently serious to warrant such a formal action, notwithstanding the provisions of paragraph B1 above.

In areas where the Superintendent determines the administrator is not qualified to evaluate the technical skills of an employee, a person deemed by the Superintendent to be qualified in that technical area will be utilized to evaluate said technical skills.

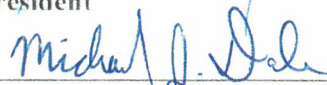
TERMS OF AGREEMENT

- A. This agreement shall continue until June 30, 2026. For the 2024-2025 school year, there are no limits on the number of items either party may bring to negotiations. In the 2025-2026 school year, contract may be re-opened, allowing each side to present up to one contract article plus salary and benefits and/or any negotiations necessary to accommodate changes in law.
- B. It is further understood that on or about February 1 of each year the parties shall meet to begin negotiations on amendments to this agreement. This shall be negotiated in keeping with the rules and applicable law. However, during said term of this agreement, the provisions of the agreement shall continue in force and effect.

FRANKLIN EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION



President



Executive Director and
Association Negotiator

5/13/24

Date Signed


FRANKLIN COUNTY SCHOOL BOARD



Chairman



Superintendent



Board Negotiator

5/10/24

Date Signed

APPROVED BY THE
FRANKLIN COUNTY
SCHOOL BOARD
ON 04/25/2024

APPENDIX A

**FRANKLIN EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION
GRIEVANCE FORM**

NAME _____

SCHOOL _____ ASSIGNMENT _____

HOME ADDRESS _____ PHONE _____

Please circle Step STEP 1, 2, 3

A. Date cause of Grievance occurred _____

B. Relates to Section(s) _____

C. Statement of Grievance

D. Relief Sought

Signature _____

Date _____

E. Disposition of Immediate Supervisor

Signature _____

Date _____

Copy: Immediate Supervisor

Copy: Association

Copy: Grievant

APPENDIX B