

10/16/24

**III.1 DUES AND ASSESSMENT DEDUCTIONS**

**When allowed by law**, members and potential members of the Union shall be entitled to payroll deduction of Union dues and assessments. Employees shall complete a dues deduction form and deliver said form to the Union for processing. Duly authorized payroll deduction shall remain in force until revoked in writing by the employee who shall give thirty (30) days of prior notice to the Board and the Union. Absence on an unpaid leave, including a general leave of absence, shall not constitute revocation of authorized payroll deduction for union dues and assessments. Union dues shall be collected in twenty (20) equal deductions in an amount specified annually by the Union. Deductions shall be remitted to the Union no later than the second work day after the deduction is made. In regard to dues deduction, the Board shall be held harmless in all cases of tort and civil liability brought by a Union member when such action is taken or not taken as a reliance upon the names of employees whose dues have been deducted. The Board is expressly prohibited in the collection of any fines, penalties, or special assessments (except Political Action Committee) (F.S.447.303).

10/16/24

Union of Escambia ESP

Pass 1 – Article X: EMPLOYEE PERFORMANCE EVALUATION

### **X.1 PERFORMANCE EVALUATION RESPONSIBILITY**

Performance evaluation is the responsibility of the appropriate supervisory/administration personnel. Supervisory personnel, including but not limited to curriculum coordinators, educational resource teachers, teachers in charge and non-site based administrators, may conduct performance evaluations. However, if at the midyear review it is determined that an employee's evaluation may lead to an unsatisfactory result, the appropriate supervisory/administrator ~~ive~~ shall assume the responsibility of observing and **starting a new evaluation.** ~~finalizing the evaluation.~~ Prior to participating in an Employee Performance Evaluation, all personnel shall be trained in the process. Performance evaluation shall be conducted fairly and objectively to accurately reflect the job performance of employees and to provide appropriate assistance where needed.

**Performance evaluations conducted by curriculum coordinators, or any equivalent classification, shall be limited to the evaluation of Teacher Assistants, Teacher Assistant Special, and Custodians. No performance evaluations for other positions or newly hired employees shall be performed by individuals beyond the direct supervisor or administrator of the employee being evaluated.**

10/16/24

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ESCAMBIA COUNTY SCHOOL DISTRICT  
AND  
UNION OF ESCAMBIA EDUCATION SUPPORT PROFESSIONALS**

This Memorandum of Understanding (MOU) is entered into by and between the Escambia County School District (hereinafter referred to as "the District") and the Union of Escambia Education Support Professionals (hereinafter referred to as "the Union").

**Purpose:**

The purpose of this MOU is to amend and clarify employee rights regarding voting on Election Days, as outlined in **Article XI.2.G, Employee Rights** of the collective bargaining agreement.

**Agreement:**

Both parties agree to the following addition and revision of contract language in **Article XI.2.G, Employee Rights**:

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**ARTICLE XI.2 EMPLOYEE RIGHTS**

**G.** Employees shall be free to exercise normal citizenship rights including political activity and union participation or non-participation. Employees should refrain from active political and/or union activities during assigned work time. **On official Election Days, employees may be permitted to leave after student dismissal in order to vote, provided that they have obtained prior approval from their supervisor or administrator. Such leave shall not be unreasonably denied, and requests should be made in advance whenever possible.**

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**Effective Date:**

This Memorandum of Understanding, once signed by both parties, shall take effect on November 1st, 2024, prior to the General Election Day on November 5th, 2024, and the changes to **Article XI.2.G** will be formally incorporated into the contract.