

MINUTES

OESPA CBLT

RBELC, 5TH Floor, TAB Room
2019-20 Bargaining Session

July 9, 2021

In Attendance

Yolanda Anderson	OESPA	Glarsnell Jean-Charles	OESPA	Michelle Stile	OESPA
LeighAnn Blackmore	District	Rivers Lewis	District	Laura Suprenard	District
Lindsey Bowlin	District	Scott Lindsey	District	Helen Tyree	OESPA
Beth Curran	District	Clyde Mitchell	OESPA	Julio Vazquez	OESPA
Jennifer Fowler	District	Ron Pollard	OESPA	James Waters	OESPA
Temika Hampton	OESPA	Sophia Pollard	OESPA	Damien Williams	OESPA
Theresa Harter-Miles	District	Christina Pretorius	OESPA	Mike Winter	District
Ernest Jean-Baptiste	District	James Preusser	District		

Minutes

James Preusser	<p>Good morning Ron, Temika, Michelle, thank you for being here. Good morning to you all for being here today. We appreciate it. I think what we would like to do on the district side as long as the union is okay with that, we'd have a package proposal, a comprehensive package proposal we would like to present to the union today to address the fact that OESPA declared impasse during our last bargaining session.</p> <p>Included in the proposal are some elements that we believe can close out those discussions, and hopefully bring us to an agreement and to move past that point. So what I would like to do is first and foremost, walk you through those that package proposal as long as you're okay with that. And we do have some handouts to give. So, we can hand those out now so LeighAnn (Blackmore) is going to walk around with those. I will walk you through them.</p> <p>Additionally, Ron, Temika, Michelle and your team. There are a couple other proposals that were still on the table that I will address in the discussion. Okay. So I wait for everybody to have the handout, and then we'll go from there.</p>
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I will start off by saying that these proposals have been authorized and approved by both the Superintendent and the Board, and so we want to recognize the work that has been accomplished by our classified employees.

We understand that, this past year, there was a lot. It was a tough year, there was a lot that went into the year and a lot of hard work. I can even remember speaking with Ron, Temika, and Michelle, last summer, and even into the spring prior to the summer about how we were going to address things over the summer.

We had a lot of conversations and we had a lot of agreements. Sometimes the conversations were difficult at times, but I will say that both groups were able to accomplish a lot and I want to recognize that. Certainly, so, so thank you for that, Ron and team.

So the first proposal and again this is a package proposal, what we're saying here is, here are the elements that we'd like to include in the discussion and movement that we would like to see, doesn't mean that the union can't counter, doesn't mean that the district can't come back, and counter as well, it's the start of the discussion.

So the first item, and again, in recognition and support of our classified employees, the board and the superintendent, would like to offer a \$1,000 bonus for every classified employee. A couple elements, I'm not going to read the proposal to you. A couple elements in the proposal is that in order for the employee to be eligible, they must be employed on or before March 12 of 2021.

All eligible personnel must have an active employment status on the date the bonus is paid. The last component is that we include the retirees. Those employees who retire between the date of execution of an MOU and the date of the payout who otherwise are eligible to receive the bonus will be included. We do not want to exclude any retired. That is a one-time bonus, \$1,000.

Now in terms of the payout, we can have discussion about that but the district is prepared to pay it out immediately either upon ratification or if the union wants to bypass that and go right to an MOU. However you want to address that we're open to that discussion.

Next, the other document that you have as part of the package proposal is the duration. This is something that needs to be addressed. We have the duration change to add in 2023. So June 30 of 2023. And in addition to that, we have updated the documentation to identify those that are included in the collaborative bargaining leadership team.

So you'll see the strike troughs and the additions on that document. Pretty straightforward.

Next, I'd like to get into the three items that are included in impasse. One, and again, this is part of the package proposal that the district is offering. The union included three items for impasse: 1) with wages, in which you identified a 1.27% wage increase. 2) Was substitute pay, in which you made some changes to what the amounts of the substitute pay would be. 3) Was COVID substitute pay.

The district would ask the union to do the following if you accept the package

	<p>proposal:</p> <ol style="list-style-type: none"> 1) Withdraw the wage proposal. 2) Withdraw the COVID substitute pay proposal. 3) The district had already offered a counter proposal on the substitute pay, in which we spoke to “cumulative” the word “cumulative” was added. I think we were both in agreement with that. What we weren't in agreement with were the with the dollar amount. So what we would say in that particular proposal is that the union would accept the counter proposal that the district had originally offered with just the word cumulative and the dollar amounts would remain the same, two more items that are included in the package proposal. <p>There was a proposal that was issued over the summer, about summer school employment.</p> <p>If you recall, it specifically had to do with ESY classes for students with disabilities. We had put a proposal across the table from the district, to the union that indicated to specific groups to receive a per hour rate, either \$20 per hour, under current hourly rate for paraprofessionals, or a greater rate if they received the higher rate. And then \$25 per hour, or they're currently hourly rate, whichever is greater for programs assistants. As you may recall, the Union came back with a counter proposal on that, to add all 10 month employees. So, that proposal is still open.</p> <p>However, what I would ask of the union is, we would be willing to accept a counter proposal, or maybe if the union was open to accepting the way the proposal was originally prepared, we would consider that. I don't know what your position is on that but I'm sure that you'll. I'm sure that you'll let me know, or OEPSA could withdraw the proposal altogether. I don't want to necessarily reject the proposal. I think we can have some additional dialogue about that. And then the other one.</p> <p>That was an outstanding proposal was around non-recurring job duties. That's not a proposal that we can accept. So we would ask that either: A) OEPSA withdraw that proposal, or B) we can reject the proposal.</p> <p>Last but not least, included in the package proposal, we would ask that the union withdraw the impasse. As you know, you declared impasse at our last bargaining session. We would ask an acceptance of our package proposal to close this out, you would withdraw the impasse, and we would close these discussions out.</p> <p>That's a lot of information that I just laid so I'll pause and ask if you have any questions or if you would like to caucus.</p>
Temika Hampton	Just for clarification, summer proposal.
James Preusser	Summer school employment? Yes? The MOU?
Temika Hampton	I just want to make sure I understand what you are saying there. If the union was to withdraw their counter and the original proposal is still on the table.

James Preusser	I'm saying we would consider it if that's your position, if you come back and say look we're willing to withdraw. My point is that if the union is willing to withdraw that I can certainly take that back when we can consider that if that closes the deal. Based on the aforementioned other items that I identified in the package.
Michelle Stile	Would that be retroactive for those folks who already worked during the school to the beginning of summer school? Last month?
James Preusser	I'll let you propose that.
Michelle Stile	That's what we're proposing. If we propose that.
James Preusser	I'll wait for you to caucus. (Laughter from all in the room). I'll let you caucus, and you can let me know. How's that? Okay. Any other questions? Mr. Pollard, anything?
Ron Pollard	Not at the present time. You have answered the questions I have at the present time.
James Preusser	All right. Let me, let me just make one more statement. If the Union were to come back and withdraw all 10 month employees that provision. My question to you for your caucus would be, if, if that closes the deal that in conjunction with everything else that I propose, then I think we can certainly have some further discussion about whether that closes the deal between the parties.
Ron Pollard	So a signed MOU, from this group makes an immediate payout. Instead of a ratification?
James Preusser	I'll leave that to you and your bylaws, if that's something that you need to do on your end. Of course the district is, if you tell me that you've done what you needed to do on your side, and you're ready for us to pay it out. "Then, we'll pull the lever."
Michelle Stile	The question that we have for you all the while you all are caucusing.
Jim Preusser	Yes, ma'am.
Michelle Stile	Your willingness to move the other job duties as a sign language to further bargaining in the upcoming school year, because we have so little time to actually try to collaborate on that.
James Preusser	We're always open to discussion about other proposals. It doesn't mean I'll agree to it; but we can still collaborate, discuss it. Of course, for the purpose of this discussion, though, the district would ask that it be removed from the table.
Temika Hampton	Okay, we will caucus then.
CAUCUS	
James Preusser	Ron, Temika, Michelle, OESPA, how would you guys like to proceed?

Temika Hampton	The consensus is that OESPA is in position to accept the offer with the condition of, we need to figure how to do this from a legal standpoint? Either we withdraw our counter on the summer proposals, and we can put the original offer on the table, and we can all agree. Or we can submit that as a counter; our counter would be \$1,000, removing all the other issues on sub pay, COVID sub pay, the 10%. We would submit a counter offer on the summer school (proposal). It is just a matter of which way you want to handle it?
James Preusser	Okay
Temika Hampton	We have a question with the assumption of: "If we can get to that agreement. We have reviewed the bylaws. We could do it as an MOU. The question would be how soon would that be paid out?" Would that separate check? Or would it wait for their regular pay period?
James Preusser	I would say that we would attempt to get it on a very My first paycheck that we could or the pay period I can verify what that date would be. I need to speak to payroll about that to determine Because if it gets signed today, I can hand it over to payroll today and they can let me know when they can get it on the check. I will hit had to put a date on Actual MOU I know for certain that can actually be on But I'm happy to follow up in the form of an email or if you want me to do it at the table to say it can be on this check.
Temika Hampton	We would want to know the date. That is the first question we are going to get.
James Preusser	<p>We don't have a problem with that.</p> <p>But let me address a couple things that you said. So first and foremost Let me go back to the package proposal. First of all, I appreciate the movement by OESPA. Like I said, I know we've had a lot of discussion. So I do appreciate the movement. The thing on the summer schools employment, we can, If you would like to Because it might be easier for us to actually create a counter proposal We may need to add some language in there that speaks to the retroactivity of the payment. I'm sure you would want that in there. We have no problem putting that in there. It will strike through the all 10 month employees' bullet. So we can do that during caucus if you would like and turn it into a tentative agreement or a signed MOU, we don't have a problem with that. Are you okay that?</p>
Temika Hampton	For the purposes of getting it done, I think we do an MOU.
James Preusser	<p>Okay, fair enough. It's already in the form of an MOU; so, we'll leave it at that and the union obviously acknowledges it with the agreement of the \$1,000 bonus, as I stated the minutes ago, I will determine when that can be paid out and on what paycheck it can be paid out.</p> <p>We'll put that in the form of an MOU as well. Again, I appreciate The movement on the other items. So you're not going to ask For the last bit that you will send me an email. Once everything is in alignment, that you will withdraw the impasse. So I'm assuming you'll do that. That's my assumption, but I know you'll do it. And I think we will then have closed out these discussions.</p>

	<p>Okay, so during caucus time, let us put documents together. We will get them to you. Hopefully during that same time.</p> <p>I would ask that is the union open to talking just for a little bit about being open to moving to 21/22 discussions? I did have some proposals ready for that as well. And when I would suggest if you're open to it, maybe going over the proposals with you before lunch? So that you have them, and you can look at them, and discuss them prior to lunch, and then we come back after lunch and continue talking about them. Is that okay?</p>
Temika Hampton	Yes, we are prepared to do that.
James Preusser	<p>All right. So there's nothing further what I'd like to do is maybe caucus for a little while and come back to the table. Maybe then like at 11:30 Give me some time to gather the next set of documents for discussion. During lunch, we will actually prepare the MOUs for signature.</p> <p>Congratulations!</p>
Michelle Stile	Congratulations to you!

Appendix A

DISTRICT PROPOSAL #9
Bonus for Current Employees
July 9, 2021

Bonus for Current Employees

The Orange Education Support Professionals Association, the Orange County School Board and the Superintendent recognize and value the work performed by the classified employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding classified personnel with a one-time bonus in the amount of \$1,000 per classified employee.

This \$1,000 bonus will be distributed to all eligible, classified personnel hired in benefited positions on or before March 12, 2021. All eligible, classified personnel must have an active employment status on the date the bonus is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and date of payout who otherwise are eligible to receive the bonus will be included.

DRAFT

Appendix B

DISTRICT PROPOSAL #10

Duration
July 9, 2021

Article XVIII

Duration

The provisions of the Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect except as modified in accordance with the provisions of this Contract through and including June 30, ~~2020~~ 2023.

Collaborative Bargaining Leadership Team members for the ~~2018-2019~~ 2020-21 Contract are:

Yolanda Anderson
Leigh Ann Blackmore
Robin Bolden
Lindsay L. Bowlin
Beth Curran
Warren Davis
~~**Michele Erickson**~~
Jennifer B. Fowler
Temika Hampton
Annette Henry
Stephanie P. Heron
Theresa Harter-Miles
Glarsnell Jean-Charles
Rivers Lewis
Scott Lindsey
~~**Reynaldo Martinez**~~
~~**Wilson Mendez**~~

Clyde Mitchell
~~**Florina Mitchell**~~
~~**Charlotte Nelson**~~
Judith Padres
Ronald Pollard
Sophia Pollard
Christina Pretorius
James Preusser
~~**Anthony (Tony) Smyrock**~~
~~**I'Eshee Snell**~~
Michelle Stile
Laura Suprenard
Helen Tookes-Tyree
Julio Vazquez
~~**Reginald Williams**~~
Byron Wilson
K. Michael Winter

Appendix C

**DISTRICT COUNTER TO OESPA COUNTER PROPOSAL TO
DISTRICT COUNTER PROPOSAL TO OESPA PROPOSAL #5
Substitute Pay
July 9,2021**

ARTICLE X

Employment Status and Assignment

C. Reassignment

5. An employee who substitutes for at least 2.5 **cumulative** hours of student contact time for a teacher who is absent, shall be paid the supplemental rate of ~~\$20~~ ~~**\$50**~~ ~~**\$20**~~ ~~**\$30**~~ ~~**\$20**~~ per day for said day. If the employee has completed the District endorsed Substitute Teacher Training he/she shall be paid the supplemental rate of ~~\$30~~ ~~**\$75**~~ ~~**\$30**~~ ~~**\$50**~~ ~~**\$30**~~ per day.