

MINUTES

OESPA CBLT
Edgewater High

April 29, 2021

In Attendance

Yolanda Anderson	OESPA	Annette Henry	OESPA	Christina Pretorius	OESPA
LeighAnn Blackmore	District	Glarsnell Jean-Charles	OESPA	James Preusser	District
Robin Bolden	OESPA	Rivers Lewis	District	Michelle Stile	OESPA
Lindsey Bowlin	District	Scott Lindsey	District	Laura Suprenard	District
Beth Curran	District	Clyde Mitchell	OESPA	Helen Tyree	OESPA
Jennifer Fowler	District	Judith Padres	District	Julio Vazquez	OESPA
Temika Hampton	OESPA	Ron Pollard	OESPA	Byron Wilson	OESPA
Theresa Harter-Miles	District	Sophia Pollard	OESPA	Mike Winter	District

Additional Attendees/Guests

Kimberly Frye	District		
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Minutes

James Preusser	Good Morning, glad you could be here. Let's do introductions (of those present at meeting).
ALL	All those present introduced themselves and what role and department they work for.
Ron Pollard	Mr. Pollard announced that Byron Wilson is retiring. Mr. Pollard stated: "He has been an exemplary employee and union member. He has been loyal to OCPS."
Byron Wilson	I've been an employee for 24 1/2 years with OCPS, 15 years in another district. This has been a great privilege and journey. Met a lot of people. This has been a blessing.
James Preusser	We sent you an agenda. We have reviewed the proposals. We want you to speak to the proposals. Our team has seen them. I will hold questions to the end.

Temika Hampton	<p>I agree regarding agenda. Sub pay is item 1. You offered 20(dollars) and 30(dollars) if you take course. We proposed 50 (dollars) and 75(dollars) if trained. You countered \$20 and \$30. We countered your counter we went \$30 (if not trained) and \$50 (if trained). We look at Kelly sub pay at \$75 per day. We learned that paraprofessionals are doing sub work and the Kelly subs are sitting and doing nothing. The para becomes the teacher and not the sub. Our proposal is reasonable. We are still below the Kelly sub asking price (\$30 & \$50 being less than \$75). We are having sub problems. Classrooms are still being hard to fill. \$30 or \$50 if trained is reasonable.</p> <p>We feel we are being taken advantage of because principals have no incentive to use Kelly subs (using para pros and other support staff is cheaper than using a Kelly sub). (See Appendix A)</p>
Michelle Stile	<p>First (the principal) attempts to get a sub, if no sub and classroom teacher, then they try to fill with classified. Now they have no incentive to get a Kelly sub. The classified employee is cheaper. There is no incentive to get a Kelly Sub. The principal is getting over. We just want the classified employee to be made whole.</p>
Robin Bolden	<p>Taking a para and putting them in an instructional role is more duties for the para in the classroom (implying teaching duty and para duty at same time). They are also doing LaunchED duties. LaunchED and face-to-face duties. The para is now “the teacher”. We do our duties and para duties. Principals not honor bargaining or what is said in bargaining. This is more work for the para because it is double duty. It cost less for principal to use para than Kelly sub.</p>
Michelle Stile	<p>Are students getting same quality education with all subs? If so, then we (support subs) should be paid the same as the Kelly subs.</p>
Christina Pretorius	<p>We have interpreters running classrooms. Kelly subs do not know how to run the class. Interpreters are struggling with training.</p>
Michelle Stile	<p>Ms. Stile stated to Jim Preusser that she wanted a response to what was just stated.</p>
James Preusser	<p>I will hold my questions until the end of your presentation.</p>
Temika Hampton	<p>Regarding taking on a recurring expense, CARES Act funding is 4 million dollars. The proposal is reasonable because it is not recurring. This proposal uses CARES Act money you have and expires this school year. This year we were exposed by COVID (the pandemic demonstrated) as to how much paraprofessionals are actually doing in schools. No recurring expense, CARES Act funding is available and is why we want to use it for our proposal. The last proposal was wages, one dollar (\$1) per hour. If you give us more than 1.27% you have to go back to the table with teachers, we are aware of that.</p> <p>The minimum (the average) teacher gets is \$600 per teacher. Classified employees show up more than teachers. We were in the schools, no instructors have been on site. We need something. \$500 is less than the teachers, it isn’t enough but it is a start. Some support employees have been exposed to COVID. Some of us have been to the hospital. Yes, some rules were modified (to minimize exposure to COVID) but we were still at risk. We weren’t doing temperature checks on buses. To put nothing on the table is an insult. (See Appendices B and C)</p>

Michelle Stile	Please ask your questions regarding our proposal.
James Preusser	I did not want to interrupt you.
Temika Hampton	I want to know why you don't use CARES Act money?
James Preusser	We will have a response.
Michelle Stile	Are you going to caucus?
James Preusser	We will caucus.
CAUCUS (From 10:38 AM to 11:30 AM)	
James Preusser	Thanks for the opportunity to caucus. We have several responses. A TA (tentative agreement) on transportation (referring to the route bid process). We have counters and commentary on others. (See Appendix D)
Kim Frye	We want three bids, you want four, we agree. Number six we agree. We agree on 60 days. April has to be the fourth bid.
James Preusser	You can caucus (regarding these proposals).
Temika Hampton	We will caucus.
LeighAnn Blackmore	(Cleared up confusion on contract numbers that union saw on the screen in the room for presentation purposes; however, didn't match what was on paper.)
James Preusser	We will send you a clean TA at your caucus. We have a counter to the wages proposal. We rejected your original proposal in September. (See Appendix E)
Temika Hampton	We don't see it as a rejection.
James Preusser	We can't accept \$500 proposal. We can give 1.27% bonus of salary for classified employees. One time, end of year bonus. 1.27% for each classified employee.
Ron Pollard	I do have a question. For clarification, you are saying for this past year?
James Preusser	This is for 20-21.
Ron Pollard	So, back at the table next year? (Mr. Preusser indicated in the affirmative)
James Preusser	You can modify language to be clearer. We can say something like "end of school year bonus". \$2.568M is the cost with FICA. It has a minimum and maximum. It is based on each individual's wage. On the low end \$103 and \$838 on the high end. If you want, I can produce what each bargaining team member will receive. (See Appendices F and G)
Ron Pollard	Nah

James Preusser	<p>Retirees will be included. Mr. Preusser explained that the proposal will include those who may retire as long as they are employed between the time of execution of the MOU and the last duty day of the 20-21 school year. He also stated the bonus would be paid on the last pay check of the 20-21 school year. He concluded that was the district's counter proposal.</p> <p>He also indicated he would accept the route bid proposal from OESPA.</p> <p>Then he presented the district's counter regarding substitute pay. He mentioned that that this was the 3rd time the district had presented this position. "We are going back to our original position" Mr. Preusser also stated that OESPA's categorization of the overuse of paras is very broad. "Are there specific examples where it's happening? The way the proposal is written is that this is happening at every school." He stated that principals overusing paras in place of subs can be addressed with the principals. He stated that this proposal would be a reoccurring cost.(See Appendix H)</p> <p>Mr. Preusser emphasized that 4,500 FTE's (students) are missing which necessitated a budget cut. "We are laying off employees right now. It is not prudent to add cost in perpetuity. Chair Jacobs is asking the state for money for the support employees."</p>
Temika Hampton	<p>Jim, I did not understand your position regarding frequency? Frequency has nothing to do with the proposal. It (overuse of paras as subs) will impact some sites more than others.</p>
James Preusser	<p>We need to know the totality of the behavior. The way it has been described is that we have principals, who are identifying employees covered by the bargaining unit, used to cover the classroom. If that is happening throughout the district I would need to let the deputy superintendent and Dr. Jenkins know about it. There is a settlement with CTA and the district about this issue. The classified employee is not to be the first choice in that situation. If principals are doing this, we will address. We need specifics.</p>
Temika Hampton	<p>Subs, are not qualified. Some subs are former teachers. Those subs can't provide adequate service (implying they have been away from teaching too long). Our subs are being overused. Our people shouldn't have to pick up the slack. Sometimes no lesson plans are left. We have been telling our paras you are to assist and not instruct students.</p>
James Preusser	<p>I understand your position and empathize. I can't believe every school is having the same problem.</p>
LeighAnn Blackmore	<p>(Asked if the overuse of support staff as subs is unique to exceptional ed?) "We don't have paras in every classroom. Right? So if a sub shows up to a math class, there is not an issue of a paraprofessional for that teacher because that is the only person in that room." Ms. Blackmore suggested there may be some scenarios that suggest an overuse of paraprofessionals as subs, but it is not happening in every classroom. "I agree with Jim this (proposal) applies to every classroom."</p>

Temika Hampton	Ms. Hampton stated that District clerical staff are not being pulled into teach the class only paraprofessionals. "You are still in that room, you are still teaching that class.
LeighAnn Blakemore	You are not doing the same level as a teacher.
Laura Suprenard	I think it is a little of both. A lot of them do leave some lesson plans that subs can continue.
Michelle Stile	Stated that the district's proposal (because it paid less than what regular subs receive) implied that support employees are of a lesser quality employee. "Message says you get less of a service from us (support employees). You are not worth the money. You will only pay us \$20 or \$30? So OCPS is telling parents you get less of a service with us in there? Or, are you saying you don't value classified employees?"
James Preusser	No one said that.
Michelle Stile	(Interrupting Mr. Preusser) Ms. Stile made the assertion that the district believes that para professional employees are inferior employees as compared to teachers and substitute teachers. She further stated to Mr. Preusser the district was willing to pay both teachers and substitute teachers a certain amount but far less to classified employees.
James Preusser	<p>I'm talking; please let me finish. I stopped (talking) when you were speaking and I did not interrupt you. Mr. Preusser emphasized that the district values all of our employees. "I am going back to your proposal, it is too broad."</p> <p>He further stated that the way OESPA's proposal is written inferred that the overuse or misuse of classified employees as subs was occurring at every school. "The way the proposal was written is that this is occurring in every single classroom?"</p> <p>Second, this is also recurring dollars. That would mean this would be part of the contract in perpetuity, unless one party decides to take it out. \$20 or \$30 is our position. The Board has not given me authority (to do more). 1.27% onetime bonus is it. There are no recurring dollars for a salary increase.</p> <p>The recurring dollars we got this year came from the state (regarding the teacher bonus proposal from the Governor). There are no recurring dollars that the district is using in relation to bonuses or salary increases.</p>
Ron Pollard	This isn't bargaining. My way or the highway! Not good faith bargaining! You tell us what it is going to be. "I have no authority". We are doing it again, Jim. This is why we go directly to the School Board. I want to go on record that this isn't good faith bargaining.
James Preusser	Not true (replying to Mr. Pollard's accusation of bad faith bargaining). I would have to come to the table with no proposal (if bargaining in bad faith were true). I came today with a counter (proposal) this is what was authorized by the Board/Superintendent. This is the third time (referring to the previous counter offers). I do not have to tell you I agree with your offer. I can't go to a higher amount. You can disagree, I have never said you had to agree.

Ron Pollard	<p>We are talking about the same dollar amount you would pay if a sub or a teacher took those extra kids. But when the classified has that same duty, with the same kids the same lesson plan they don't deserve the extra pay? (We want) Same amount others are paid!</p> <p>No matter how you spin it. Same amount, same duty, same kids, we don't deserve it? No matter how you play it, that is my position.</p>
Michelle Stile	<p>What it's about, why do you think classified only get 20 or 30? Morale is low, people feel devalued (by not being paid equal) when they are in the classroom doing the exact same thing as a Kelly sub. Where did you get that number?</p>
Ron Pollard	<p>Mr. Pollard emphasized that they were not seeking something specifically for paraprofessional subs. He went on to say some of those subs feel forced to accept the sub assignment for fear of being viewed as not being a team player. "You trust that when they tell you they need you." He stated para subs are undervalued. "We are viewed as not being a team player if we do not accept the assignment. At some point there should be better compensation so people do not feel forced (to take a sub assignment)" He added: "Don't make it sound like this is a \$9M a year thing because it is not."</p>
James Preusser	<p>I am not going to go back and forth with you guys The answer is no. Those are recurring costs. You are giving me a proposal that is too broad. I didn't know you were going to propose something with recurring cost. This increase would bring an overall cost increase to the organization. I just gave you a proposal that was authorized by the Board. 1.27% will cost the organization \$2.6M. That is our counter proposal.</p> <p>(Mr. Preusser further explained that the District is laying off employees due to 4,500 students being unaccounted for.) That will cost us more money. I do not know what it will eventually cost us. \$39M could return (to the budget). We do not know. We have to be fiscally responsible.</p>
Ron Pollard	<p>Mr. Pollard stated that if the Governor leaves classified employees out of consideration for a bonus, the OCPS would continue to make excuse as to why they couldn't give one. He implied that the agreement OCPS has with the teacher union is the reason that service employees can't get a bonus: "You got COVID money, you are over budget. Tell the truth, your agreement with the teachers you would have to come back to the table with them. You have no authority is what you always say!"</p>

Ron Pollard & James Preusser	<p>There was a spirited exchange that occurred between both Mr. Preusser and Mr. Pollard regarding previous bargaining. Mr. Pollard said that the proposal was an insult to all classified employees. Mr. Pollard further stated because of Mr. Preusser's bargaining tactics, which he said was "take it or leave it" that he would have to go directly to the School Board. Mr. Preusser stated that he has been authorized by the Superintendent and the Board to make the proposals he is making. He emphasized that Mr. Pollard didn't have to agree with what was proposed. He asked that Mr. Pollard not insult him, too.</p> <p>Mr. Preusser suggested that OESPA caucus to consider the proposals. Mr. Pollard stated that Mr. Preusser did CTA the same way.</p>
CAUCUS (From 11:56AM to 12:41PM)	
Temika Hampton	Ms. Hampton stated that for TA (tentative agreement) #3 send a clean copy of the proposal. She stated that OESPA rejected the proposal of a 1.27% of salary bonus. She also stated OESPA rejected the sub pay proposal, too.
James Preusser	Mr. Preusser stated that he could not entertain any economic proposals. "The only counters are the ones you just rejected."
Temika Hampton	What is your rationale for the rejections?
James Preusser	<p>We have 4,500 FTE not coming back to school. We do not know what the State will do regarding funding. We have less than 210,000 students as we speak today. We do not have the ability to allocate more funds.</p> <p>Mr. Preusser mentioned that \$4M have been spent on subs.</p>
Temika Hampton	Ms. Hampton stated that OESPA will send a request for information.
James Preusser	Mr. Preusser suggested future dates. "First week of May, second week of May? 12 th , 13 th , 14 th ?"
Temika Hampton	Ms. Hampton stated that the 11 th is tentatively scheduled. Ms. Hampton stated that the distance of the parking (from the building) was a concern. May 11, 10am-1pm was agreed to as the date to meet again.

Appendix A

**OESPA COUNTER PROPOSAL TO DISTRICT COUNTER PROPOSAL TO OESPA
PROPOSAL #5
Substitute Pay
April 13, 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 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 per day.

Appendix B

OESPA Proposal #13
COVID-19 Substitute Pay
April 13, 2021

2020-21 Substitute Pay – COVID-19

In response to the need for additional substitutes due to COVID-19 precautions,

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 \$50 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 \$75 per day.

This additional pay shall be retroactive for the entire 2020-21 school year and expire on June 30, 2021.

Appendix C

**OESPA-CBLT
MOU
April 9, 2021**

\$500 End-of-Year Bonus

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, end-of-year bonus in the amount of \$500 per classified employee.

This \$500 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.

The bonus is scheduled to be paid in the last paycheck of the 2020-2021 school year, depending on the employee's payroll cycle.

Appendix D

TENTATIVE AGREEMENT #3
Appendix B-2 Transportation Services Route Bid Process
April 29, 2021

APPENDIX B - 2
Transportation Services

Route Bid Process

The Route Bid process as outlined below applies to bus operators and monitors. It does not apply to summer routes.

1. During the school year all open routes shall be posted for bidding four times. Management reserves the right to change the frequency of bids or the months in which the bids are done. In the event of such a change, employees will be given at least a month's advance notification that the change will occur and provided the new bid information. Notification will include posting to the Transportation website, postings in employee lounges/break rooms and notification to OESPA.

An open route includes:

- Newly created routes
 - Routes vacated by retirement or termination
 - Routes vacated by previous bid
 - Routes whose bus operator or bus monitor is on an extended long term leave, no longer receiving payment from OCPS payroll or sick bank and FMLA eligibility has expired.
 - ~~Routes that do not have a probationary bus operator or bus monitor~~
2. A list of bid dates shall be posted prior to the beginning of preplanning. Simultaneously, a copy of these dates shall be provided to the union. The OESPA President (or his/her designee) may attend and observe the bid process.

All route postings shall include the route number, bus number, manager, parking location, approximate route time, schools served and location of stops. The routes shall remain posted for at least 5 duty days and close at 4:00 pm on the 5th duty day.
 3. All routes are subject to change by the routing department based on management decisions regarding the level of service to be provided, program changes, changes in student riders, as well as the additions and deletions of stops that have a safety or financial impact to the District.

TENTATIVE AGREEMENT #3
Appendix B-2 Transportation Services Route Bid Process
April 29, 2021

4. Routes shall be awarded to the employee with the most seniority. For the bidding process the seniority date used is the first day in a benefited position as a bus operator/monitor. If the employee has a break in service with transportation, the employee's seniority for the bidding process will change to reflect his/her new benefited date as a bus operator/monitor. In case of a seniority "tie", a deck of cards will be used to determine the winner. A card will be drawn for each bidder and the winner shall be determined by the highest card. Aces and jokers shall be removed from the deck.
5. Bus operators and monitors who bid shall be notified of their bid result within five duty days after the bid process closes. Once the employee has been awarded a bid he/she must take the route and remain with that route until the next open bid.
6. New bus operators and bus monitors will be administratively placed, when possible, on a vacant route ~~for the first 60 calendar days of their probationary period. After the 60 days have been met~~The probationary bus operator or bus monitor may bid on the next open route bid. Any administratively assigned open routes will be posted once the probationary bus operator or bus monitor has completed the required 60 calendar days. Assignments for probationary bus monitors may change due to the IEP requirement of the student(s) and management's need to serve such student(s).
7. Awarded bids will not take effect until the successful bidder has completed the seating chart, registration cards, student safety referrals and cleaned their bus for their current route. Bus operators or bus monitors who are awarded bids during the FEFP count period shall remain on their routes until the close of the count period. Upon award of the bid, the bus operator or bus monitor is to familiarize themselves with the route and complete a dry run prior to taking over the route. Bus operators must use a school bus when completing dry runs. This allows the bus operator to observe and report conditions and hazards to the school bus.
8. Bus operators or bus monitors who are on an extended leave of absence or worker's compensation leave shall not be permitted to bid on a route until they return to work full duty with no restrictions that would keep them from performing all the essential functions of their job responsibilities as a bus operator and/or bus monitor.

TENTATIVE AGREEMENT #3
Appendix B-2 Transportation Services Route Bid Process
April 29, 2021

9. If routes are consolidated by the routing department due to reduction in service needs, the bus operator or bus monitor with the most seniority will be given the consolidated route. The bus operator or bus monitor removed after route consolidation will be required to bid on the next available cycle.
10. If a route becomes available after the last bid in April, it will be filled by a permanent substitute for the remainder of the school year. The route shall then be posted in accordance with item 1 of this procedure, for the beginning of the next school year.
11. Management reserves the right to reassign either a driver, a monitor or both to another route based on the operational needs, allocations, organizational changes at the work location, a change in the student(s) assignment or school needs, the employee's need for additional training, or any other job performance related matter.

A managerial reassignment shall not be done in a punitive manner. The employee shall be provided notice of at least 48 hours prior to such change. If the reassigned route has fewer hours, the employee shall be kept whole for the bid route hours, provided he/she accepts extra work assignments that make up the difference. If the employee refuses extra work assignments, the employee's work hours will be adjusted to the hours of the reassigned route. The employee shall be allowed to bid a new route at the next bid cycle, in accordance with the route bid process.

A meeting shall be held between the supervisor and the employee explaining the need for the route change. If the supervisor is not available, another member of management may meet with the employee to explain the change.

STATUS: As of this _____ day of _____, 2021, tentatively agreed to and closed.

For School Board of Orange County, Florida:

For Orange Education Support Professionals
Association:

James Preusser
Senior Executive Director, Human Resources

Ron Pollard
President

Appendix E

**DISTRICT COUNTER PROPOSAL TO OESPA COUNTER
TO OESPA PROPOSAL #9
End of Year Bonus
April 29, 2021**

~~\$500~~ End-of-Year Bonus

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, end-of-year bonus in the amount of ~~\$500~~ **1.27 percent (1.27%) of annual salary** per classified employee.

This ~~\$500~~ 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 their last duty day of the 2020-21 school year who otherwise are eligible to receive the bonus will be included.**

The bonus is scheduled to be paid in the last paycheck of the 2020-2021 school year, depending on the employee's payroll cycle.

Appendix F

OESPA
(Bonus based on 1.27% of Employee's Annual Salary)
Data as of: 04/12/2021

Cost	\$2,402,779
FICA	\$183,813
TOTAL	\$2,586,592
Minimum	\$103
Maximum	\$838
Average	\$296

Appendix G

OESPA
(Bonus based on 1.27% of Employee's Annual Salary)
Data as of: 04/12/2021

Job Family									Grand Total
Range	Clerical	Custodial	Ed. Paraprofessional	Food Service	Maintenance	Technology	Transportation	Uniformed Security	
\$100 - \$149	10		18	376			123	1	528
\$150 - \$199	59		603	411		1	233	2	1,309
\$200 - \$249	239		756	161		1	443	25	1,625
\$250 - \$299	112	475	521	76	6		180	13	1,383
\$300 - \$399	538	586	275	143	60	5	18	27	1,652
\$400 - \$499	497	102	103	15	150	70	35	24	996
\$500 - \$599	153	12	21	5	118	114	31	19	473
\$600 - \$699	27	1	1		49	43	9	1	131
\$700 - \$799	2				9	5	3		19
\$800 - \$899						1			1
Grand Total	1,637	1,176	2,298	1,187	392	240	1,075	112	8,117

Appendix H

**DISTRICT COUNTER PROPOSAL TO OESPA COUNTER PROPOSAL TO DISTRICT
COUNTER PROPOSAL TO OESPA PROPOSAL #5**

**Substitute Pay
April 29, 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.