

MINUTES

OESPA CBLT

Impact Bargaining Teleconference

Thursday, July 23, 2020

11:00 am

In Attendance

Darlene Alvarez	OESPA	Annette Henry	OESPA	Michelle Stiles	OESPA
Yolanda Anderson	OESPA	Stephanie Heron	District	Laura Supernard	District
LeighAnn Blackmore	District	Rivers Lewis	District	Helen Tyree	OESPA
Robin Bolden	OESPA	Charlotte Nelson	OESPA	Mark Watson	District
Beth Curran	District	Ron Pollard	OESPA	Bill Wen	District
Warren Davis	OESPA	Sophia Pollard	OESPA	Byron Wilson	OESPA
Jennifer Fowler	District	Christina Pretorius	OESPA	Mike Winters	District
Tamika Hampton	OESPA	James Preusser	District		
Theresa Harter-Miles	District	Krista Russell	District		

Additional Attendees/Guests

Donna Williams, Note taker

Topics

OESPA Proposal: MOU for Reopening of Schools

Main Focus: Work year calendar for 10 month employees: Delay in pay check

Minutes

11:01	Checking Audio
11:05	Meeting began
Jim Preusser	Good Morning, We received your proposal. Would you walk us through it?
Temika Hampton	We need to get something on the record; we always hear about teachers and parents but we need to bargain on the behalf of the OESPA employees. With that said, we sent you a proposal, which has a lot of language, however we want to focus now on the report date for 10 month employees and how that impacts their paycheck, but not dismissing the safety of our employees. There was a lot of general information but no specifics regarding safety. Looking at the proposal we sent over, we can focus on report date. Tentatively, the start

	date for students is August 21 st . There are financial implications. Pushing the start date back would automatically push the pay date back.
Ron Pollard	I spoke a little about this at the School Board meeting, we need to get our classified employees back before the students to give instruction and to be prepared.
Temika Hampton	Training is # 30-33 in the MOU. If we get those things locked in first it will give security for people. So we want to give them a definitive start date.
Jim Preusser	I am certainly open to your proposal, LeighAnn will be the lead. We are all ears.
Temika Hampton	# 30: Providing training. We believe that training should happen before the students return. The only employee group that this is affecting is paraprofessional and program assistants. In past, the work year has started the same day or one day before. I will ask Robin Bolden to speak, she should be able to give you a little more information. Protocols have put in place, but what policies and procedures should be implemented is where we are through #30-33. We propose all employees return before August 13, 2020. This is still pushing their checks back. We propose to allow employees to cash out personal or sick time prior to August 13. This would not be for every employee it would be a personal choice. Other language speaks for itself. Do you have any questions?
LeighAnn Blackmore	Not at this time.
Temika Hampton	So does that mean you agree?
LeighAnn Blackmore	No.
Temika Hampton	That is where we need to start.
LeighAnn Blackmore	I will try to give you some information as to what is the current start and what they would move to. Because quite a few will start before the students. If you can give me just a moment.
Temika Hampton	Many of the school board members do not understand classified positions. While LeighAnn is searching I would like for Robin to speak.
Robin Bolden	So I start to work the same day as students. I have to learn behavior plans and it is very frustrating to learn behavior plans the first day of school. We should return when the teachers return. Some paras go back the Friday before school starts and they are getting classrooms together, learning IEPs, what allergies the students have, etc. But that one day does not give us as professionals to learn what has happened over the summer. As the behavior tech, I have to learn how to get my students from point A to point B. With Covid-19, I think it is important that since we move the students all around the school we have to make sure we are trained. We need to be in the know from the beginning. By doing this you are saying to us you value who we are as support professionals. How are we going to be trained on how to handle a student in crisis? Give us the time we need to keep our students safe, we need that time. We have the most student contact throughout the day and need to be part of the pre-planning.
LeighAnn Blackmore	Thank you Robin, let me thank you for the work you do. We really have two issues here. We are talking when the para family should start work, and then what do we do with the start of school and make sure you are prepared for the start of school this year.
Temika Hampton	I believe we have a very good professional relationship and want to do what is best for our people. If you have a counter or proposal?
LeighAnn Blackmore	Projected start date for 10 month classified employees: Pay type 82: 10 month clerical 196 days of work <ul style="list-style-type: none"> • If the start date moves to 8/14 the pay date will be on 9/2

	<ul style="list-style-type: none"> The original was 8/3 start date and a pay date of 8/19
Ron Pollard	I know Robin works with severely handicapped, they assist the teachers. The classroom para's would need to know what the teachers are doing, if they split the kids and used LaunchEd, that teacher will need more help, our people would need to know what all to do. They would also need to know about cleaning and who would be doing that and when.
LeighAnn Blackmore	<p>I appreciate what you are saying.</p> <ul style="list-style-type: none"> Pay type 83: Para family, either 186 or 188 days of work (186 start on first student day, 188 start the day before the first student day) <ul style="list-style-type: none"> 186 days: Instead of starting on 8/10 would start on 8/21. Pay date would be 9/9 originally paid on 8/26 188 days: para one day before or after – original start date of 8/7, scheduled now on 8/20 and pay date will be on 9/9, originally paid on 8/26 Pay type 84: Cafeteria workers – original start date was 8/5 would now start on 8/18. Pay date is 9/2 instead of the original pay date of 8/19 Pay type 87: Transportation original start date was 8/3. Would now be 8/14. Pay date would be 9/2 instead of the original pay date of 8/19
Temika Hampton	That is the problem, those later pay dates, In Transportation they have the shorter pay periods which is what we bargained. What are some ideas to get money in people's pockets earlier? What are we going to do about additional training they are going to need? All employees are going to need additional training.
LeighAnn Blackmore	I believe Bill has already be looking into how they are going to structure Fall conference, he may be able to give you an idea or where they are headed.
Bill Wen	<p>We are not going be able to have the traditional type of conference we have at the Orange County Convention Center. Instead we are looking at getting the Performing Arts Centers at some selected high schools to be able to separate into smaller groups. We will be working on</p> <ul style="list-style-type: none"> standard operation procedure, bus loading and unloading from the back to the front, last student gets on the first student to get off. How to work with students who will not wear a mask How to properly use PPE How to working with wheel chair students We are looking to obtain face shields for students who produce bodily fluids <p>Managers have been talking to the schools to use the Performing Arts Centers and we should have plenty of seats to social distance.</p>
Michelle Stiles	One of the reasons to train before prior to student contact is that we can't get it wrong. We are trying to get everyone trained prior to the start of school.
Temika Hampton	Based upon the training you normally do, are you going to cut something out?
Bill Wen	The remaining four days of training is up to us on what we discuss. This year we will focus on PPE. We will focus on keeping everyone safe. The topics will be there and if you have anything we can add please let me know.
Temika Hampton	As far as training, what are you wanting to do with the schools?
Bill Wen	We are working on that now, getting our leads to meet with the principals.

Temika Hampton	So there are no specifics regarding the training right now, however transportation is not an issue concerning delaying pay. Transportation is starting on 8/14, in future may have more questions.
Bill Wen	I understand. I look forward to your input.
Temika Hampton	Piggybacking on training concerning loading and unloading, that is why our paras need to be working prior to the start of school.
LeighAnn Blackmore	If we look at the most difficult area to work out, it is with is the paraprofessionals. The pay year has six paid holidays. I guess we are looking to you to see what suggestions you would make.
Ron Pollard	Pushing pay period back, there is some days they would normally work. Would school be pushed back?
LeighAnn Blackmore	School calendar is now 8/21 to 6/8/21
Temika Hampton	I think honestly we may have to look at a waiver and change their contractual days. It is a one-time expense to bringing them back.
LeighAnn Blackmore	It has implications on a dollar perspective. The fund balance \$55M for the required reserve. We might have an additional \$7 or \$8 million. As you recall we used some of the fund balance last year. Some of that balance is school based and not used for the District. The school has some leeway to save funds. For District departments, if you don't spend all of it, you don't get to roll the money over to the new fiscal year.
Temika Hampton	Paraprofessionals are the group that is going to be most impacted. Do you have the number so we can populate the cost to bring them back, are you looking for all or just Pay type 83? What would be the cost for pay grade 83 to come back on 8/13 and 84 to 8/14, all 10 months to start 8/14?
LeighAnn Blackmore	We can calculate and bring that back to you, we have not been authorized to make that proposal.
Ron Pollard	When we talked about moneys, computer labs, and amount of employees is a miniscule amount. We are being presented as if the school year was already set.
LeighAnn Blackmore	The school year starts later and ends later. Students will be in school until June. Pay type 83's (186 day) only have paid holidays to work with. Not sure where you pick up the extra days on that group.
Temika Hampton	Do you want to caucus?
Jim Preusser	Give us 30 minutes and if we need more we will let you know.
Return from Caucus	12:30 PM
Jim Preusser	So, additional bargaining days: How about Monday afternoon?
Temika Hampton	I think the only problem we would have is to release the 12 month employees.
Jim Preusser	I have blocked out the day. We can identify as an emergency meeting.
LeighAnn Blackmore	We can if we can schedule today I can get Neil to post it.
Temika Hampton	We need to get the information concerning our 10 month employees.
LeighAnn Blackmore	Regarding the Cares Act, we are not aware of much available and the rules are very specific as to for what it can be used. We set aside \$38M for reserved in case the Legislature recalls funding in January. It is very possible they could ask for money back, so we are hanging on to it in case we run into difficulty. We can use it to develop training but not pay wages. Going back to the primarily the Pay type 83's & 84's as Pay type 83 being the most troublesome, for

	example taking the Martin Luther King holiday from a paid to an unpaid you are still operating under the same days. That is just one day you would have to look at the calendar for more.
Ron Pollard	We are going to take \$38M and put in the reserve? But the money was trying to help employees through the Cares Act.
LeighAnn Blackmore	We may need it if there is a budget shortfall. It would benefit the employees to have that money set aside.
Temika Hampton	We are reassuring parents but not providing the training for our employees. We know recertification did not happen. I would rather come back to the table if that happens.
LeighAnn Blackmore	I do not think the district is not going to train, it is just when.
Temika Hampton	You can un-spill the milk. We can't go back and fix what is already messed up.
LeighAnn Blackmore	If they do not come back until the first day of school, they can't be with the students until they are trained. We do not have the funds to provide training, then they can't if we are maintaining health and safety.
Temika Hampton	What you all are saying we do not have the funds but you are going to add \$38M to the fund balance in case we have a shortfall.
Jim Preusser	Did you have a chance to hear the presentation? Dale Kelly referenced the Care Acts money and he spoke around the legislation. You posted a question and we understand what you are saying. We have a finite number of days, based on what we described the Pay area 83 is the main focus. We can determine what the cost is for that, let me do this main focus is on the training. Give us an opportunity to see the number of employees we are talking about.
Temika Hampton	We are not completely opposed and we can even look at Wednesdays. They stay beyond the student but that would help.
Jim Preusser	I do not want to give a counter yet, I want to see how many people and the cost. So we can here the rest of your proposal after lunch
Temika Hampton	Let's work on this piece first.
End of meeting	1:45 PM

OESPA Proposal, July 23, 2020.
Emailed July 23 12:51 am

Appendix A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
THE ORANGE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Orange County, Florida (District) and the Orange Education Support Professionals Association (OESPA).

WHEREAS, the purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding the 2020-2021 School Year as it relates to COVID-19 procedures.

NOW, THEREFORE, the parties mutually agree on the best practices and safety procedures for the reopening of OCPS schools as follows:

Health and Safety

1. The procedures contained herein apply to all facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines and applicable privacy laws and regulations.
2. The District will conduct daily health checks, including temperature checks and symptom checking of employees and students, before students get on the bus and before employees and students enter the school. The District will not **require** any bargaining unit employee other than Health Assistants to perform temperature checks and/or symptom checks of employees and students entering the school.
3. In the event that a health assistant is absent, any other classified employee who agrees to perform temperature checks will be provided with clear guidelines and training on the protocol for temperature checks. Persons who have a fever of 100.4° F (38.0°C) or above or other signs of illness should not be admitted to the worksite.
4. Any classified employee who agrees to substitute or assist in the medical clinic shall be given an extra day of training.
5. Any classified employee who agrees to substitute or assist in the medical clinic shall receive a supplement of \$50 per day.
6. The District will **strongly** encourage parents and employees to conduct at-home temperature checks before coming to school including – but not limited to – a special electronic correspondence and

statement on OCPS social media platforms.

7. Employees who are at increased and/or high risk for serious complications from COVID- 19, as established by the CDC, or are caring for increased and/or high risk household members may work remotely so long as that employee can perform at least 90% of their job functions remotely.
8. Those who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high risk household members may work remotely three duty days per week and will report to their worksite two days so long as that employee can complete at least 50% of their job function remotely.
9. The district will provide all necessary equipment for employees who telework.
10. Those employees who meet the above criteria but cannot telework may chose to be temporarily re-assigned to a different job position with less student contact, where available. The employee shall be guaranteed to return to their same worksite and position at the expiration of this MOU.
11. The District shall limit non-essential school site visitors to the extent feasible. Any site visitor must undergo a health check and must comply with all other safety protocols established by this MOU.
12. The District will do the following:
 - a. Provide plexi-glass at every front office desk and replace as necessary.
 - b. Provide face shields and necessary protective supplies for all bargaining unit employees assigned to ESE and replace as necessary.
 - c. Provide PPE including but not limited to masks, gloves, face shields, disposable gowns and sanitizing supplies and replace as necessary.
 - d. Implement training for classified employees regarding procedures to identify and address students who appear symptomatic, including clear guidelines for nurses and health assistants.
 - e. Establish procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate a symptomatic and/or COVID-19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.
 - f. Develop a parent or guardian communication and pick up plan.
 - g. Ensure symptomatic and/or COVI-19 positive individuals are sent home as soon as possible.
 - h. If there has been a confirmed COVID-19 case at a school or site, the District shall dismiss the room or building of students and staff for an initial consultation with local health officials.
 - i. Comply with the recommendation of local health officials including but not limited to identifying, contract tracing and notifying bargaining unit employees at the infected site of possible exposure.
 - j. The District will require physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions.

- k. Comply with CDC recommendations including but not limited to classroom ratios in ESE classes.
13. Symptomatic and/or COVID-19 positive employees and students will be required to stay home.
 14. Employees shall be placed on medical relief of duty with pay until they have received a negative test result.
 15. As recommended by the CDC:
 - a. If an employee or student has COVID-19 symptoms they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, it has been at least ten (10) days since symptoms first appeared, and they provide a negative test result and/or doctor's clearance to return to school.
 - b. If an employee or student has tested positive for COVID-19, they may not return to school until they have had three (3) days with no fever, respiratory symptoms have improved, they are symptom free, and they provide a negative test result and/or doctor's clearance to return to school.
 - c. If an employee or student has had close contact with someone with COVID-19 and/or COVID-19 symptoms they must stay home for 14 days after said contact. The employee or student must provide a negative test result and/or doctor's clearance to return to school.
 16. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.
 17. Employees shall not be negatively impacted, including but not limited to discipline or directive, for any COVID-19 related absence.
 18. Employees shall not be disciplined for reasonable enforcement of safety protocols when students refuse to follow instructions to practice safety protocols.
 19. Site Administrators will address any student non-compliance with health and safety protocols immediately upon notification.
 20. Employees may refuse to work under conditions they reasonably believe pose a danger to their health and/or safety until such conditions are resolved.
 21. In order to avoid congregation of employees upon arrival and departure from the worksite, and to allow teleworking employees to check in and out, each school shall provide an electronic sign in/out sheet.
 22. The District agrees to limit the gathering of groups of employees to ten (10) or less while maintaining

the recommended “social distancing” standard of six (6) feet between individuals.

Custodial

23. The District shall provide all members of the Custodial family with masks, gloves and proper cleaning supplies in compliance with CDC guidelines.
24. The District shall provide additional training, PPE, and cleaning supplies for those who must report to sanitize a COVID-19 infected worksite.

Information Technology

25. The District shall establish and train staff on COVID-19 procedures regarding sanitizing staff and student electronics.

Transportation

26. The District shall reduce the existing capacity on buses by 50% and no students shall share the same seat. The District shall provide signage on each seat that is to remain vacant.
27. All bus operators and monitors shall perform sanitization of school transportation vehicles between every route.
28. Where feasible, the District will adopt staggered arrivals and departures, and multiple arrival and departure locations, to maximize physical distancing.
29. Bus operators and monitors shall be given a minimum of thirty (30) additional minutes at the start and end of each shift to sanitize the transportation vehicle.

Training

30. The District shall provide sufficient universal precautions training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training shall be completed by no later than the first day in which the employee is required to implement it.
31. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description more than 10% of their total hours per week. Bargaining unit employees will not be required to perform duties or responsibilities outside of their current job family.

32. All ten month bargaining unit employees shall return to work on or before August 14, 2020. Classroom based employees shall be given extensive training on LaunchED.
33. All ten month bargaining unit employees shall be allowed to use personal or sick time – where available – for previously or historically scheduled work days between the period of August 1, 2020 and August 14, 2020.

Duration

This Memorandum shall remain in effect until June 30, 2021 unless otherwise mutually agreed to by the parties in writing.