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Loudoun County School Board, Legislative and Policy Committee Meeting, Monday, June 5, 2023

Date Monday, June 5, 2023
Place Loudoun County Public Schools / School Board meeting (see BoardDocs / LCPS-TV)
Length 1h 12m (video)

- Official meeting video (Vimeo / LCPS-TV): <https://player.vimeo.com/video/834081717?rel=0>
- BoardDocs (School Board): <https://go.boarddocs.com/vsba/loudoun/Board.nsf/Public>

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Speech-to-text: whisper.cpp, model large-v3-turbo. Produced 2026-10-22. Each paragraph starts with its time [HH:MM:SS] in the meeting video.

[00:00:08] Good afternoon. This is Atusa Rees are calling to order the Monday, June 5 meeting of the Legislative and Policy Committee. We will begin with comment. Today we have two speakers for public comment, so we will have two minutes per person.

[00:00:27] We'll start with Abby Platt to be followed by Shelly Shlubrick. Shlubrick? Yes, you can just step up to the table and just hit the red button to turn on the mic.

[00:00:46] Thank you. I'm not used to the setting. And how much time did I miss? Two minutes. Okay. I just wanted to comment generally about my concern with collective bargaining coming into the public school system. Unions are synonymous with politics.

[00:01:04] Politics have no place in the classroom. And these kind of politics are one-sided. They are heavily funded by the Democrat Party. 98% to 2%. That concerns me. It leaves a lot of money to be infused by outside groups, outside entities to have an influence where our children really should just be able to focus on reading, writing, and arithmetic, leave politics out of the classroom.

[00:01:33] But then I also wanted to just, in looking at this slide deck from the LEA, I'm surprised. Number two says be simple and easy so there will be no need for attorneys and experts. This level of collective bargaining at the county district level is unprecedented.

[00:01:55] So to go into a conversation already stating that there's a hope to have no expert advice concerns me. Number three says minimize the cost for collective bargaining. We heard over and over from the LEA that there was no associated cost.

[00:02:15] So obviously this is a departure from what was previously said. Also, within the board docs that were provided from Daniel Smith, the estimated cost included 13 new admin positions at the cost of \$3.2 million.

[00:02:32] So, again, there's some discrepancies here. There's no room for politics in the classroom. So, I'm going to encourage you to be thoughtful about reducing that influence in the school. Thank you. Thank you. Shelly Schlebrich?

[00:02:51] Schleb? Schlebrich? Okay. Got it. Thank you. Well, there's no vowel between the R and the C-H. I know, so we're messing up the beginning because they just try to...

[00:03:07] I think we've got it now, though. Thank you. Wouldn't you, I don't know what you call it, separate it, hyphen it? All right. I didn't write anything, so I'm winging it. But this is what brought me back. I got really quiet for a year, but collective bargaining is a big one.

[00:03:25] And it has stuck with me that Sandy said this isn't going to cost us anything, and it's going to cost us everything. And it says in the slide deck that it's minimally costly. But it also says in here they take over our rights for wages, hours, this, that, and the other.

[00:03:41] That is going to cost money. That is part of our budget. What concerns me is I saw the draft resolution to come is there is a clause in there that there is no out clause. Once you sign this resolution going forward, there is no change.

[00:03:57] And I really want you guys to look a deep dive into the final resolution to make sure what we are contracting for the future. I question where Sandy falls in this. You guys signed disclosures at every meeting about conflicts of interest, and she's an employee who is in charge of our collective bargaining, and I see that as a conflict of interest.

[00:04:19] So I just ask, you have six months to kind of put this together, is look at there are financial implications. You signed a calendar for the next three years, and LEA can come in and say, we want a four-day work week. What is your right to override that?

[00:04:35] because in the new agreement it says you can't you don't want to get involved with attorneys that is costly this is costly it's already cost us 3.3 million a little raise is going to cost us money it says in here i question the new bargaining unit that is also in the final agreement is it hasn't come to the board that they got the 30 signatures for this certified is where does that fall into this they took your vote they are overriding everything that you now have a say on for the future and it's not you guys because your terms are up it's that agreement you signed

[00:05:11] december 31st and the new board starts january 1st so i just ask that you look and prepare it's the county and it's the students not you guys thank you we appreciate the public input today and that will bring comment to a close moving on to item number three is approval of the may 1st 2023 draft minutes. Could I please have a motion? Thank you, Madam Chair. I move to approve the May 1st 2023 draft minutes as posted in board docs. Second. Motion's been made by Mr.

[00:05:47] Sorotkin and seconded by Mr. Beatty. All those, any discussion? All those in favor, please say aye. Aye. All committee members present. Could I ask someone to turn the microphone off? Thank you.

[00:06:04] I appreciate it. And we usually have someone to do that at the full board meetings, no problem. So we're going to move on to item number, or action items, I'm sorry, our discussion item. Item number 4.01 is the presentation on collective bargaining from the school board came to the legislative committee a motion to draft a collective bargaining resolution to later present to the full school board.

[00:06:31] And as part of doing that, the Legislative and Policy Committee has invited the Loudoun Education Association to present their suggested collective bargaining agreement to us. So I'm going to go ahead and turn it over to Ms. Sandy Sullivan to start your portion of the presentation.

[00:06:51] As previously discussed, we've allotted about 15 minutes for the presentation. and we have it up on the screen for you and board members have virtual copies and I have a paper copy to follow along. Excellent. Thank you very much, Chair Reeser. Good afternoon. We appreciate the time set aside for LEA to present information about our collective bargaining resolution.

[00:07:16] Joining me in presenting is Corey Brunet, EL teacher from Broad Run, and Mariah Allen. She's Virginia Education Association staff attorney. LEA presented the school board with substantial evidence of employee support for collective bargaining. As we went about gathering union authorization cards from our colleagues, we had conversations about the importance of having a meaningful seat at the table so that the individuals who work closest with the students have the resources they need to provide every child a quality education. Winning the right to collective bargaining around salaries, benefits, and working conditions is that meaningful seat at

[00:07:52] the table. From here, the path to collective bargaining is a school board resolution. It is the resolution that establishes the framework and the process for employees to elect a bargaining representative and for the bargaining representative and LCPS to come together and negotiate in good faith. Next slide, please. So our presentation will cover our goals for collective bargaining resolution, specific items that are in our resolution, what would occur after a resolution is passed, how LEA plans to approach collective bargaining, and then we'll answer questions that

[00:08:27] you have. So when the General Assembly allowed for local governing bodies to adopt collective bargaining if they so choose, they really didn't give a lot of guidance or set many parameters. It's at the school board's discretion. We carefully drafted our proposed resolution with the five goals on this slide in mind. Implementing collective burden should not result in steep costs and should not require hiring additional staff or experts. Our proposed resolution envisions administrators sitting down with their employees to come to mutual agreement over working conditions and ways to improve schools and where disputes arise or there are allegations

[00:09:06] that the collective bargaining resolution is not being followed our proposed collective bargaining resolution calls for school board involvement in the dispute resolution process just as the school board is now involved in hearing and deciding employee grievances and enforcing its own policies the structure should feel familiar and comfortable to school board members next slide so first I'll provide an overview of the entire resolution, and then we'll go through each major section independently. Policy statements. Those are the whereas clauses with declarations regarding commitment to collective bargaining and what it

[00:09:42] has the potential to achieve. There are definitions, for example, what is meant by benefits and collective bargaining, and also which employees may be included in collective bargaining. Rights of employees. Much of this language is modeled on federal labor law, the National Labor Relations Act. Employee rights include being allowed to speak with one another about the union and about working conditions, joining and supporting a union, or deciding not to do any of those things. In terms of employer or management rights, collective bargaining will not infringe upon certain school board decisions that are inherently and exclusively

[00:10:22] managerial, like hiring, drafting job descriptions, and establishing budget. Duties and rights of an exclusive representative. The exclusive representative is the union that has been elected by employees to represent them in bargaining. The resolution gives this union the right to bargain with LCPS as well as other rights to ensure that it can meaningfully represent employees, like the right to employee contact information and to meet with employees in their work site. Procedures for conducting elections. That entails what's required to

[00:10:58] schedule an election and who may call for an election. Procedures for how exactly bargaining will work and what will happen if two sides can't come to an agreement, an impasse, and a provision on prohibited conduct or unfair labor practices. This includes what happens if a union or the employer violate employee rights by coercing them into supporting or not supporting the union or by retaliating against them for supporting or not supporting the union. This also includes what happens if administrators or the union is bargaining in bad faith. And also the collective bargaining resolution spells out what conduct is prohibited and how

[00:11:37] allegations are raised heard and resolved next slide please can you hear me from here okay thank you Sandy it's nice to meet you all I'm Mariah Allen I am a staff attorney at the VA I'm one of the architects of the resolution that LEA has proposed and I'm supporting our locals around Virginia as they organize and push for collective bargaining.

[00:12:10] It's really a pleasure to share this space with you, and I appreciate the time. I want to just also say hi to Mr. Falcone over there. It's nice to see you in person. We've had the opportunity to Zoom, but I appreciate being able to be in this space with you all.

[00:12:27] I worked at the National Labor Relations Board, which, as Sandy mentioned, the National Labor Relations Act is the federal labor policy. So that's where my experience comes from as a labor lawyer, and I was in their New York City regional office. So that's a bit of my background and kind of what's informing part of this effort.

[00:12:46] When we say we modeled provisions on federal labor policy, that's very accurate. So I want to just go with you a little bit through the sections of the resolution, And I'll try to be quick and brief because I think, you know, the LEA folks are the people who you should really be hearing from.

[00:13:06] But, you know, this would be a new policy, and I just want to be available to answer questions and make sure we can understand some of the decisions we made about the language that we included and the goals that we're trying to achieve. So the first kind of meaty section of the resolution is the definitions.

[00:13:25] And it's there that we set forth two proposed bargaining units. I know that as LEA initially presented you with certification that it had majority support for collective bargaining. It focused on one

cohort, and that was classroom teachers.

[00:13:42] But the state statute allows you, the school board, to deem any other Loudoun County Public Schools employees appropriate for collective bargaining rights. And it's our position that that should be broad, and we have created a definition of employee that is broad, but a separate definition for administrative employees, and not including them in the two bargaining units that we have set forth.

[00:14:11] So we have proposed a unit of certified employees and then a unit of school support staff or non-certified employees in two separate bargaining cohorts so that the contracts you would be negotiating would be a separate one for school support staff and a separate one for certified or licensed staff.

[00:14:31] with the understanding that there has to be some commonality in license requirements and job expectations, job duties, in order for there to be kind of cohesive, meaningful bargaining.

[00:14:47] The other, I think, really important definition to understand is what is collective bargaining and the balance that we are trying to strike between ushering in this new legal regime, but then also recognizing that the school board maintains ultimate authority to supervise and manage and administer the school division.

[00:15:10] That's constitutional, right? And so we're very aware of that. And also, you know, the state collective bargaining statute made very clear that in no way could collective bargaining impair your budgeting authority.

[00:15:26] And so the definition of collective bargaining, it is permitted to touch upon any matter relating to employees or their employment or service. That's the language from the collective bargaining statute.

[00:15:43] And so we feel that we have defined the term in a way that does that, but then also ensures that the school board's authority is in no way diminished. Next slide. please. And so I think that's a good segue then into this next section, which, you know, the resolution spells out very clearly what rights does the school board maintain that are unfettered and untouched by collective bargaining. And there are certain managerial prerogatives like writing job descriptions, setting your staffing levels, hiring and discharging and promoting and

[00:16:22] laying off if there needs to be a reduction in force. And so there's no collective bargaining about those inherent managerial issues, but then also the thing to understand about collective bargaining is at its core, it's about employee free choice, right? There is no collective bargaining if it's not something that employees vote for, and so the resolution has to put employees at its center, so employees have to be able to discuss with one another whether this is of interest to

[00:16:57] them or not, and if so, to go about electing their bargaining representative. And so the resolution sets forth a section on employee rights that would be new in Loudoun County public schools, and then also a section on the rights of an exclusive representative if one is elected.

[00:17:19] In order for that representative to adequately serve all bargaining unit employees, they have be able to talk to those people, to have access to them, to have their information, be able to send them emails, and be able to represent them in grievances and things like that. And what's critical too is that the representative that employees elect, it's important that the school division honor that selection, right? So it can't negotiate with another organization. That is the one bargaining representative that the you know that the school board through its designees is

[00:17:58] permitted to engage in negotiations with about matters that are within the definition of collective bargaining next slide please thank you and then I want to also just touch upon the election process because I think that's very new as well and here again the theme of you know, employee free choice is what's really kind of at the core. Unlike, you know, school board elections that come about on a regular cycle, that's not how union elections work. They have

[00:18:34] to be triggered by employees saying that that's what they're interested in. And so the resolution sets forth a process for how employees go about indicating that that's of interest to them and And how many employees would have to show their support for having an election in order to trigger that process.

[00:18:58] And here, too, the National Labor Relations Act has been a model. There under federal labor policy, it's 30% of employees in a bargaining unit to trigger an election. And so that's what we've proposed.

[00:19:14] elections are traditional democratic elections decided by majority of those who decide to participate and vote. And so that, again, is what we're proposing here. It's really important to keep in mind that all along this process, employees should have the right to completely abstain, right? If they're just not interested in participating in an election, if they're just not interested in signing a union authorization card, if they're just not interested in becoming an LEA member, they have the right to do that. So we're very wary of requiring participation

[00:19:52] in the election or requiring a certain percentage of participation should be up to employees to make that choice. And the election will always be by secret ballot. There's a separate state statute that requires that. So, you know, vote, how voters vote is always kept confidential. Intervention is a process by which other interested organizations request to be included on the ballot in an election for an exclusive representative. The requirement for them to get on the ballot is the same as what it would take for LEA to call for an election in the

[00:20:32] first place, at least 30% support among employees. And the thing to understand is it's not a zero-sum game. A competing organization can get membership and authorization cards from the same cohort of employees that LEA is working to organize. Once employees vote, they can select only one choice, but they can join as many organizations, sign as many authorization cards for as many different unions as they would like. And then decertification is the process by which employees decide to remove

[00:21:09] an exclusive representative after one has been elected. And here, too, we've been really guided by federal labor law. It's important after an election that a representative have a chance to get its bearings, negotiate a first contract. So for that reason, decertification under our proposed resolution isn't permitted within the first year of an election for certification, and then during the term of a contract.

[00:21:42] It's important that that contract, it's a legal document and to give that its full force in effect for a party to that agreement to not be decertified mid-contract term. However, there has to be some opportunity for employees to decide if the majority no longer want exclusive representation, there has to be opportunity for them to call for an election.

[00:22:07] So the resolution we've proposed sets forth a 30-day window as a three-year contract is about to expire when employees could call for another election. Okay, thank you. Next slide. And then I just wanted to also, I think this is the last bit that I'm going to cover, and then I'm going to turn it over to Corey, bargaining procedures.

[00:22:33] So, you know, after a representative is certified as employees-exclusive bargaining representative, you get to really the meat of collective bargaining, and that's sitting down across the table from one another and discussing terms and conditions of employment.

[00:22:51] And so, again, in recognition of the fact that the statutory language is somewhat broad, it allows bargaining over any matter relating to employees or their employment or service. And what we propose bargaining over are wages and hours in scheduling, retirement, benefits, health and safety, work rules and evaluations, discipline, quality of life issues, other terms and conditions of employment.

[00:23:19] But know that all of this is permissive and none of it is required or mandatory. You know, the sole requirement would be that we come together in good faith. But there's no such thing as mandatory bargaining law in Virginia.

[00:23:34] It's all permissive. Whether a resolution is even passed is within the school board's discretion. And there's no overarching state agency or federal agency with jurisdiction over collective bargaining in Virginia that can require negotiations.

[00:23:52] So that's always something to keep in mind as well. Impasse, Sandy mentioned this briefly, that's when the two sides can't come to agreement, they've negotiated in good faith and they're just at loggerheads. We propose a process that begins with mediation.

[00:24:10] So something that doesn't cost anything, the Federal Mediation and Conciliation Service is they're a federal agency. We pay for them already through our tax dollars. They offer experienced mediators who work in the labor relations space are very highly qualified and it's a service that's free of charge.

[00:24:32] So we start with something like that and then from there a panel decision that would be final and binding on both sides But the panel would be comprised of a school board appointee, an LEA appointee, and then a neutral upon whom we both agree.

[00:24:53] So there, too, we think there are ways to go about resolving conflict that can be cost effective and that allow both the school board and an exclusive representative to continue to have a voice in the process.

[00:25:11] And the last thing I'll touch upon is sort of a nuance of the resolution called an evergreen clause, which is a significant part of the collective bargaining landscape. And it states essentially that as we negotiate an agreement, if there's an existing agreement in place, that agreement remains in effect until we have signed off on a new document.

[00:25:40] So if negotiations are taking some time and an existing agreement has expired before we've come to agreement on a new one, it's important that the contract terms that we agreed to remain in effect so that we can continue to negotiate improvements.

[00:26:00] You can continue to seek things that you would like to change. We can continue to seek things that we may like to change without wiping out progress that was already made. And now I'll turn it over to Corey to cover sort of how we envision actually sitting down and negotiating working.

[00:26:18] Okay, I'm just going to interject for a minute. I think the timer did not start, and I'll let Ms. Burnett have a chance. But it has been over 15 minutes, and I'm not sure if staff knew to run it. I just saw 10 minutes up there, so I thought maybe they were going to start it in five or so minutes. And I failed to

introduce the rest of the – since you are visiting us for the first time, I'd like to introduce our Acting Chief of Staff, Dr. Slevin.

[00:26:44] Did I just promote you, just Mr. Slevin? I always appreciate the honor of Dr. Slevin. You're welcome. And you know Mr. Falcone, and Karen Dawson is the one who actually keeps everyone straight, so she's the most important person here today. And my colleagues are Mr. Beatty and Mr. Sorotkin.

[00:27:01] And Ms. Burnett, since we didn't have, I didn't ask for the timer to run, I just would ask you to be brief because we have exceeded 15 minutes. Thank you. So, right, that slide right there. Because the collective bargaining resolution set forth employee, union, and employer rights, they must also contain a mechanism for enforcing those rights.

[00:27:23] Our proposed resolution calls for a cost-effective, multi-step process for resolving allegations. First is an informal meeting with the superintendent. The idea here is if disputes can be resolved informally, we want to encourage that. Step two is a hearing before the school board.

[00:27:39] We want the school board involved in this process. The resolution will be a board policy, and it's important for the board to maintain oversight. Also, hearing workplace-related concerns from employees or adjudicating disciplinary actions is common territory for the school board. You do that work already through the existing grievance process.

[00:27:57] We are not seeking for collective bargaining to change any of that. Step three would be a panel hearing. Again, on an as-needed basis only, a neutral party skilled in labor relations could be brought in to render a final decision. The panel step could also be step two and the school board step three, with the panel making a recommendation to the board.

[00:28:16] We feel both would be effective, cost-conscious options. Next slide, please. As we work collectively on the contents of a collective bargaining resolution, we just wanted to again put the process in perspective. A resolution is a necessary first step.

[00:28:34] It's a framework. An election must follow passage of a resolution, and LEA must win that election. Then bargaining would begin. Next slide. We wanted to conclude by addressing questions we hear about school divisions' capacity for collective bargaining.

[00:28:51] One, a worry about how new this is and about how little is known about it. Will LCPS need a labor relations director and a labor lawyer? The union is not a third party that's going to use a team of lawyers to negotiate a contract. The union is school employees.

[00:29:07] School employees are the ones who will be sitting at the table negotiating for improvements to their wages, benefits, and working conditions. We want you to sit down at the table with us, not someone you hired to negotiate on your behalf. We, educators and you, know our school division the best.

[00:29:24] We should be the ones negotiating. We'll both have legal counsel to keep us on track, but it's really about us sitting down with you to jointly find solutions to the issues that school employees are facing. You are absolutely within your rights to hire a labor administrator or director in order to facilitate contract negotiations, but you definitely don't need to do so.

[00:29:45] Collective bargaining agreements won't be complex legal documents that are difficult to understand. We want employees and their supervisors to be able to read, digest, and implement them. We

plan to educate bargaining unit members on their rights under the collective bargaining agreement and envision resolution of issues at the building level.

[00:30:03] In Richmond City, the existing HR director negotiated on behalf of the school division. In Prince William, they have brought in labor council on an as-needed basis to partner with their school board council. In Arlington, they did hire a labor relations director, but that is one new position dedicated to implementing the collective bargaining resolution and negotiating collective bargaining agreements.

[00:30:26] In Falls Church, the school board initially considered incorporating a new labor relations director position into its resolution and later decided against it. realizing upon the advice of labor council that it was simply unnecessary. They passed a resolution that instead calls for the appointment of a labor relations neutral on an as-needed basis.

[00:30:46] Are there topics that we are required to bargain? No. There are no mandatory subjects of bargaining in Virginia. The state collective bargaining statute is entirely permissive, and there is no existing body of collective bargaining case law that establishes mandatory bargaining subjects. In Virginia, all subjects of bargaining are permissive, as we mentioned before, meaning they can, but they don't have to be bargained.

[00:31:09] Additionally, the collective bargaining statute left intact Virginia's prohibition on public employee strikes. Entering into contract negotiations with LEA does not open LCPS up to the possibility of a work stoppage or strike. Will collective bargaining cost an arm and a leg? No.

[00:31:25] In fact, we know that there are claims out there that school divisions will be required to establish an entire Department of Labor and pay hundreds of thousands in arbitration and contract administration costs. This simply isn't true. You do not need a supervisor of financial services just because you implement a collective bargaining.

[00:31:42] You pay your staff now, and employee wages are part of your budget calculations already. Why does discussing pay with staff require you to fill a new role? There's also no need for a new payroll coordinator or other specialized HR staff. You are already deducting dues to LEA from our members' paychecks.

[00:32:00] That capacity is there. You also already have databases of employee data that you compile and share. providing that on a regular basis to an exclusive representative does not require additional HR capacity. You have school board policies on standards of professionalism, on grievances, on equal employment opportunity, on discipline, on workplace harassment. You are able to implement those policies with the staff that you have. Placing policies like that within a collective bargaining agreement so that they become collective joint agreements rather than stand-alone board policies does not create a need for new staff with new expertise. The same people who oversee

[00:32:37] implementation of those policies as they are posted on board docs can oversee implementation of those policies as they exist in a collective bargaining agreement there are some costs in negotiating an initial contract and electing an exclusive bargaining representative but it will not cost millions or even hundreds of thousands of dollars to sit down with your employees and come to a mutual agreement over working conditions and ways to improve the schools thank you for letting us present we really really really really appreciate it and wanted to know if have any questions for us yeah i appreciate the the work that you did putting together a draft

[00:33:13] resolution for us to consider and we have all looked at it very carefully and i do want to open it up to the committee members for questions that they might have first before i have a turn board members mr sorotkin thank you madam chair so i'll start with a couple of questions about definitions in the agreement so i'm curious about the lea's position on definitions for both substitutes and supervisors and whether they would be part of marketing units, because I think the language that's in your proposed resolution is fairly broad or vague with regards

[00:33:51] to those two employee types. So would you anticipate, you know, you have to be a certain type of substitute or you have to be a long-term substitute to be part of a marketing unit or anyone who's a substitute for a single day would qualify? And then also for a supervisor, similar question. On what level would you anticipate someone would be considered a supervisor for the purposes of the resolution or agreement? I'm just looking at what we proposed to you to see. So we have included substitutes in the definition of employee. You asked the question

[00:34:30] about is there some kind of threshold that a substitute would have to meet. I think, you know, you know the school division certainly much better than I do. If there are classifications of substitutes and people who truly are in the classroom for a day and then no longer, I don't know that that would establish enough of a connection to allow them, for example, to participate in an election and be covered by a collective bargaining agreement.

[00:35:03] So I think what we envision there are longer-term substitutes. As for supervisors, we didn't create a definition of supervisor, but would certainly be open to you crafting one and proposing one.

[00:35:21] Again, here I think is where you know the roles of those folks within your school division the best. I think there is definite logic to excluding them from how you define employee and from excluding them from bargaining units, because you don't want those who hire, fire, evaluate, adjust the grievances to be included in the same bargaining unit with those over whom they have that authority. So we have worked in collaboration

[00:35:55] with other school divisions that have passed these policies in crafting those details. and adding them to the policy that the school board ends up considering and voting on. So we had a joint committee in Falls Church, for example. I worked very closely also with the superintendent and two school board members in Charlottesville.

[00:36:16] In Richmond, my boss, our general counsel, worked really closely with their school attorney on resolution language. And it's exactly those kinds of things that we're very much open to considering language that is most suitable for LCPS.

[00:36:39] And we'd be happy to have that conversation about ways that, you know, our proposal can be expanded upon, can be tweaked, can be edited to really meet the way that you all envision collective bargaining working here.

[00:37:00] Thank you. And then the other question I have for right now is regards to the costs of impasse procedures, where in your proposed resolution, if we go to mediation or some other impasse, that LCPS would be bearing the costs for that alone, rather than those costs be shared with the bargaining unit. And I'd like to understand what the rationale is for LCPS bearing those costs alone.

[00:37:24] So the rationale is we, there are a couple places in the resolution, I think with the election as well, where we say, you know, our proposal, our starting point is that the school board will cover those

costs.

[00:37:46] We don't envision election costs being more than a one-time occurrence. We would hope, right, to have a single election, to become the exclusive representative and to enjoy that role for a long time and feel that a one-time cost in the interest of ushering in this new policy is something that the school board can support.

[00:38:16] And then in the bargaining process as well, that ideally, and it's our vision, that we wouldn't need to go beyond mediation. But if we do, that in the interest of reaching agreement, that the school board be willing to accept those costs.

[00:38:34] But I can say very openly and transparently, we have implemented cost sharing everywhere else where we have successfully worked on these resolutions and gotten positive school board responses. And cost sharing is one of the areas where it's one of the first modifications I've made in other places where we're kind of in this position of starting the discussion.

[00:39:01] And we are absolutely willing, again, this is a collective process. It's not just employees as a collective, but it's us as a collective. The school board and the exclusive representative really having a mutual interest in a strong collective bargaining agreement.

[00:39:18] And we are willing to share in the cost of an election, share in the cost of the neutral required on an impasse panel, or in resolving unfair labor practice allegations. Thank you.

[00:39:34] Sure. Mr. Beatty, do you have any questions? Please. Thank you. So one thing I look at, the scope of the bargaining, and as you've noted that in Virginia law, we could bargain on anything basically. But then I look at the items that are listed.

[00:39:52] So something like wages, I think you've got on the previous page the school board is responsible for establishing the budget. So in my sense, we wouldn't really be able to bargain on wages. I would say the same thing with retirement benefits, health and retirements and benefits, because those are all budgetary issues.

[00:40:11] Then I look at the hours and scheduling, and I think a lot of that comes from other Virginia law about staffing standards. And I know a lot of the health and safety policies, again, come from state regulations, federal regulations. So I look at this, and it doesn't seem like there's a whole lot of issues in here that we could potentially bargain on reasonably, just given the other constraints.

[00:40:33] And then I kind of think of some of the things like the work rules, the evaluations, discipline, and other terms and conditions of employment. Could you cite specific examples where those problems have come up and teachers have not been able to have some kind of remediation outside this whole unionization, collective bargaining effort?

[00:40:52] Like where specifically have teachers really suffered or potentially any other employees that would be part of one of these collective bargaining units? Where in LCPS have they really suffered and really need something like collective bargaining in order to make their lives better, to make the school better, and to help students?

[00:41:10] And I think if you feel Ms. Sullivan's more appropriately able to, I mean, any of you can answer the questions unless Mr. Brady objects. I would say the biggest part of this is making sure that someone's

guided through the process. When they are concerned about something that's happened, whether you're talking about wanting to file a grievance or such, there will be support in the office that can offer that.

[00:41:30] And then we would, no matter whether the person was a member or not though, policies would be enforced by whatever is in the collective bargaining agreement. But there's just all sorts of concerns that we get through the office about how much time they're expected to attend meetings or certain coverages or how they're made or asked to move to a different position or those sort of things.

[00:41:52] And lots of those things are counseled by us that there are rights that the school board has and there's rights that there are in policy that we're able to give that advice and not change it for them but let them understand how the system works and what's involved in the policies that are set forth that they need to abide by. Okay thank you for that so really it sounds like it's position moves and then sort of meeting and planning time that those are two examples to to the to the examples okay um and then you know this is going to be as you've noted there's this evergreen clause in there that that once we enter into this we basically can never get out of it unless there's a decertification so one question I had was about the 30 percent threshold that you

[00:42:30] mention is that what other jurisdictions have picked or are there other do they tend to go with 50% or thus far um all have gone with 30% except for Charlottesville which for the certification process required 50% plus one and for the decertification process um I believe just 30% I need to double check that but I think they went lower than the 50% okay um all others have gone with 30%. And if I could just answer your, just respond to your comment about wages, I just want to give an example of what happened in Richmond, because it is in the Richmond City

[00:43:09] Public Schools where we have negotiated our first collective bargaining agreement. It's been approved by the school board. It's been ratified by the Richmond Education Association membership. it's signed. The contract is complete. And they negotiated, so there is one collective bargaining agreement that covers a few sectors of their school support staff, their cafeteria workers, school security, and instructional assistants. And then there's a separate contract for the licensed staff. And all across the board, they negotiated per annual percentage wage

[00:43:48] increases, and what's happening now is, well, it's concluded because the city council budget process is concluded, but the school board and the Richmond Education Association teamed up and advocated for funding, full funding of their collective bargaining agreement before the city council. And so we're allies in getting the funding that Richmond city schools need. So I don't agree that it's not possible to negotiate agreements that include increases in pay and salary and

[00:44:24] other benefits for employees and then teaming up together to get the funds in order to support that agreement. All agreements, and the resolution too, contains a provision that provides that if that funding doesn't come through, the parties reopen the sections of the collective bargaining agreement that have not been funded and they come up with other creative solutions. So I do think it's possible to negotiate over those matters. Other things that they negotiated over with teachers in particular were compensation for loss of your lunch period, compensation if you are

[00:45:04] asked to support testing related duties during your planning period and in fact losing your planning period um issues like that um and we're really proud of that agreement the superintendent is as well and i think the school board too um and and so it it after reaching that agreement it became about lobbying city council to get the support that we needed to fully fund it okay no i understand that i guess i

wasn't saying that wages couldn't be bargained on it's definitely listed there that could i'm just saying that's not an example where teachers here have had a

[00:45:41] grievance, I would say. Like, I think we've been, we've done as much as we could in order to raise wages. I think it's going to be a 5%, 10%, a very large increase that we've tried to push through in order to raise wages here. So again, I just don't think that would be necessarily a grievance necessarily that collective bargaining would solve. I think it's something that we're able to do outside of the collective bargaining process, and that was just what I was pointing out.

[00:46:01] Regarding decertification, what is the, you said there's, you note that there's a narrow window just before expiration? What is that window? I'll turn you to the page in the resolution. I think it's between the 180th and 200th. Yes, if you look at, in my copy, it's on page 8, and letter B, 1, 210 days, so not more than 210 days before the agreement expires, but not less than 180 days.

[00:46:34] Okay, so 30 days in basically the middle of the school year when everyone's not really paid attention and then okay thank you you're welcome thank you again for the presentation I think my colleagues have touched on a number of the questions that I was going to ask I would like to add a comment my major concern is if an entity other than the LEA is who becomes the the representing party that is working with the school board I know that hasn't happened and it's perhaps perhaps unlikely to happen, but I just wondered what your views were if that turns out to be the

[00:47:13] case. Would you feel that these, that the same resolution that you have presented would be appropriate? I would certainly think so. I mean, if this is what we believe is important for school employees now as LEA being the bargaining representative, then I would feel the same way if that was another entity doing so. Are you aware of any other situations yet in the commonwealth where an entity other than the local teachers organization has tried to become certified in that capacity yes and have they failed or been successful um and i keep pointing

[00:47:53] us to richmond as an example they've been a first in a lot of respects um with collective bargaining um yes the um teamsters will be representing their custodial staff and there's a runoff election coming up for their bus drivers and bus maintenance workers between Teamsters and the Laborers International Union of North America. Any other questions? Does staff have any questions

[00:48:27] they would like to? Well, we appreciate the time you took to come present to us and to draft something for us to consider and to answer our questions. Our next steps will be to meet with our council in closed session and to begin considering the proposal that we will be drafting and I will through staff reach out to you to give you an update as to next steps subsequent to that thank you very much thank you very

[00:48:58] much we will be moving on to item number five which is our action items 5.01 is revision of policy 2610 which is Loudoun County School Board staff aides this This policy came to us previously on, it was an information item on December 8th and an LMP action item on May the 1st.

[00:49:30] It's being brought back to the committee with some requested revisions and some staff recommended feedback. I will turn it over to Mr. Slovin so that he can further elaborate. Thank you, Ms. Reeser. At our discussion in May, the committee gave some feedback and we had discussion around confidential and sensitive email and information and sharing that with board aides. In response to that, staff has added additional language around Section 5B, starting at line 130, where there

[00:50:08] was a strikethrough regarding auto-forwarding, going down through line 148. That's the only change that has been made to this policy since when we met last on it in May. Thank you, Mr. Slevin. Committee members, do you have any thoughts or questions?

[00:50:32] So I'm going to go ahead and start then. Although I understand that the additional language is intended to be helpful and to maybe further explain exactly what types of things would be included in this section, I do think that understanding what would reasonably be withheld under FOIA is something that requires more than what the average layperson will have in training.

[00:51:06] I think it's pretty easy to understand sub one, which is attorney-client-privileged emails. And I think that's probably the reason for some of the other definitions is to help explain what would be excluded under FOIA. But I do still think there's a lot of responsibility being put on a staff aide, I'm sorry, on a school board member to limiting a school board member's ability to work with their staff aide.

[00:51:35] From my understanding, the supervisors do not have restrictions to this level with their staff aides, and you can correct me if I'm wrong, but I believe there are probably staff members who do have this kind of access to information and understand the nature of things that are confidential or sensitive or bound by FERPA.

[00:51:59] Myself, I would like to be able to work with my staff aide without having these restrictions. Our staff aides do sign nondisclosure agreements and should be an extension of the board member.

[00:52:15] I think it severely limits the ability to which you can rely on your staff aide for help. So I'm not supportive of the additional language. I think that they are not a class of employees. They're appointees and should be able to collaborate with their school board member without these restrictions.

[00:52:33] I would be interested in seeing what my colleagues think. Mr. Beatty. Thank you. Yeah, I completely agree with you. And as I read through the additions that were made, I just think we should strike the whole section B here from the communications. And again, just have the onus on the school board member that it is their appointee that's going to be working for them.

[00:52:51] And so if something were to fall out, again, there's the nondisclosure agreement, but really it's the discipline, the responsibility of the school board member to discipline and also to set the expectation that things have to stay confidential. And I think, like you said, it's incredibly important that a school board member is able to lean on their aid in order to get whatever work needs to be done.

[00:53:14] The one exception I imagine I would invite Mr. Falcone to chime in here. Obviously, attorney-client privilege information could not be shared with staff aides without that becoming problematic.

[00:53:30] Is that correct? So, thank you, Ms. Reiser. I think that would be my recommendation, that I would err on the side of keeping the privilege as contained as is necessary. And I think my recollection is the revisions to this section were really to provide more clarity than to propose a change in policy.

[00:53:56] So I don't think there's – other than the attorney-client privilege, I don't think I have any objection to the other – removing the other pieces of the section. Absolutely. I think the language is crafted at our request so that we could understand exactly what it meant. And I think it has been helpful in defining it so that we could then decide whether – which way we want to go.

[00:54:16] So we appreciate your work, your team's work on that. Mr. Sorokin, did you have any thoughts on this? Mr. Beatty. Can I ask a clarifying question on the attorney-client privilege? Because given its

importance to the school board's matters, isn't there sort of a nexus, though?

[00:54:33] Like you can allow people into the attorney-client privilege without waiving that privilege such that, again, the staff aide would have the NDA that would be part of what you said, the nexus, sort of part of the group that can see this without waiving the attorney-client privilege?

[00:54:48] Is that not how it works, or am I misunderstanding that? Not exactly. So there's an NDA, and that would be something that's binding on that member not to share, or that staff aide not to share that information.

[00:55:05] But the attorney-client privilege, when it comes to an entity, really relates to the control group. And so the board would necessarily need to know information about a specific circumstance and would properly receive attorney-client privileged advice.

[00:55:26] That would not necessarily extend to an administrative staff or a staff aide because they wouldn't necessarily be in the control group for that board member. Is that helpful?

[00:55:41] the yeah the control group is the term i was thinking of but again like couldn't that be expanded to the staff aid just as the default assumption that things will be the staff aid will be able to see that attorney client privilege information again just them being part of the control group in order for the staff for the the school board member to uh effectively do their job um so yeah so they wouldn't be part of the control group generally speaking that's that's reserved for in an entity, you know, high level figures or the board or people that are directly

[00:56:19] involved in the matter. It's certainly true that the administrative staff will have access to attorney-client privilege information when it's necessary for the purposes of, you know, printing out documents, that kind of thing. So it may be appropriate in certain circumstances, but I think if it's in a policy, my recommendation would be to err on the side of being more cautious than less cautious with respect to privileged information.

[00:56:48] So I think that we could certainly remove the whole section wholesale, but we'd want to be more cautious about what we include in NDAs in that case, I think. Okay, thank you. Mr. Sorokin, anything at this point?

[00:57:08] So, are the committee members comfortable with crafting a proposed change and continuing to take the matter up tonight, or do you want it to come back? I'm okay making a change and moving it forward.

[00:57:28] I think it's generally clear what we want. Mr. Strachan. Thank you, Madam Chair. What is the proposed change? Is it just to delete Section B entirely? No, I would propose that we change Section B to exclude attorney-client privilege communications from being forwarded or shared with anyone outside of the school board.

[00:57:56] I think that's a more complicated change than just a simple strike, because it's like the previous, the paragraph before that talks about school board members shall not forward any confidential or, you know, so I don't think it's just a matter of striking, but I agree with the concept that you guys are talking about.

[00:58:18] I think that Mr. Slevin may have alternate language. Mr. Slevin? Just for the committee's consideration, starting on line 130, the line that's struck through any email auto-forwarding between a

school board and his or her staff shall not forward email from the confidential email address.

[00:58:34] We could unstrike that. Then we can strike the remaining lines 132 through 148 and add a line basically referencing that this will include attorney-client-privileged emails. So I think that's slightly more expansive than what the committee is considering.

[00:58:55] I think the committee is considering that those emails can be shared, just that attorney-client privilege material could not be forwarded or shared automatically. I think it could just simply say school board members shall not forward any attorney-client privileged emails or emails, just simply that.

[00:59:22] Does that suffice? That's fine with me, yeah. School board members shall not forward any attorney-client privileged emails. That's sufficient to cover automatic forwarding groups, like rules and filters as well, correct?

[00:59:42] I think it does. I mean, you could certainly clarify that, too. And I think we'd be happy to take that back and rework it, but I think that that language is also sufficient.

[01:00:04] Is the rest of the committee comfortable with that language? Are there any questions on any other parts of the proposed policy or the feedback that we considered last time?

[01:00:25] So I move that the LMP committee recommended the school board to adopt revised policy 2610 Loudoun County School Board staff aides as amended at their next regularly scheduled meeting.

[01:00:43] Second. The motion has been made by Ms. Reeser and seconded by Mr. Sorotkin. All those in favor, please say aye. Aye. That will pass unanimously with all committee members present. We will move on to item number 5.02, adoption of new policy 3310, evaluation of new and established programs.

[01:01:03] I think Dr. Ellis and Dr. Tyler, Dr. Ellis is here, but Dr. Tyler is coming to the table. Dr. Ellis is here, but we are going to turn the mic over to Dr. Tyler, who will give an update on the status of this policy. Thank you. Good afternoon. At the May Legislative and Policy Committee meeting, we presented, staff presented a draft program evaluation policy.

[01:01:26] We received feedback from the board members for additional changes and requests to see a corresponding regulation. So what you have for review for today's meeting is the actual revised policy and first draft of the supporting regulation.

[01:01:42] Dr. Blakelock, the supervisor for research and evaluation, will provide a quick summary of the changes to the policy. I'll provide a quick overview of the regulation, and we will be happy to field any questions. Thank you, Dr. Tyler.

[01:01:58] Good evening. There's several primary substantive changes that we made to the policy. In line 21, as far as evaluation of new programs, we moved from a time-based concept to a phase-based concept. So it was like year one, year two.

[01:02:13] Now there's three separate phases of installation, integration, and implemented, and those will be defined in regulation. The other piece that is tied to that with new programs is that any recommendations about modification, termination, ending, or expanding programs would be something that goes to a school board vote.

[01:02:34] The other pieces that we've done is in line 35. There were some concerns expressed previously about the use of the word negative impact as far as defining that. We've replaced that with the word harm

and provided several examples inside the text. And then in line 58, previously we just had the list of criteria that will, based on how the schedule for evaluation will be developed, we've added a prioritization of the order of prioritization, the things we would consider in developing that schedule.

[01:03:06] The final thing I'll say is that across the entire policy, we've looked at the relationship between superintendent and board and most in many cases it is approved by the superintendent and shared with the board and that's a quick summary of the changes that have been made to the policy so based upon that we received some additional feedback regarding items that would be part of a regulation now you may see that there were additional changes we made to the policy that was really to ensure that we had alignment with the regulation was developed so what you see in

[01:03:42] the regulation is much more detailed regarding roles and responsibilities of different stakeholders regarding program evaluation. And you see the different stakeholders are listed. And as Dr. Blakelock had explained, providing more detail regarding the program implementation phases, the idea that a program needs to be installed and get to a certain level before we can determine its level of implementation and then determine its impact. And that was some feedback we received regarding the idea of phases and when you initially evaluate a program.

[01:04:17] Also, you will see that when it comes to planning, implementing, reporting, program evaluations, we gave more detail in the regulation regarding forming a team, developing a logic model that really defines the program, creating a schedule and tools, and finally reporting and disseminating the findings. We also had questions regarding timelines for new program and scheduling program evaluations, which are detailed in the regulation, and delineating when we have a difference between when we have a window of three years in which we're evaluating programs versus the actual program perspective of being evaluated every three years. One is a schedule where multiple

[01:04:57] programs may appear on the schedule, and each program may be placed on its own schedule to be evaluated at least every five years, and really delineating that with more detail. And then the program evaluation cycle and reporting. So you will see some additional revisions we made to the policy that was really to ensure that the regulation and the policy aligned and we addressed any questions regarding further implementation of the policy and the regulation. That is our overview, and we're happy to receive and answer any questions. Thank you very much. Committee

[01:05:31] members, any questions for staff? Well, thank you for your work on that and for drafting the regulation of bringing it back to us could I get a motion to send this to the school board so mr. Sorokin thank you madam chair I move that new policy 3310 evaluation of new and established programs be forwarded to the full school board for consideration as amended by the committee at their next regularly scheduled meeting second motion's been made by mr. Sorokin

[01:06:11] and seconded by mr. Beatty all those in favor please say aye that will pass unanimously from all committee members present. Thank you again. We'll look forward to you speaking to the full school board as it becomes an information item. We will move on to our information items. Tonight we have just one, which is revision of policy 2430 school board agenda. I will turn it over to Mr. Slevin again. Thank you, Ms. Reeser. Policy 2430 has to do with the creation of the school

[01:06:46] board agenda, and we are bringing in potential language for consideration of the board related to adding board agenda items at the request of individual board members. You could see starting on line 7, board members are encouraged to use the board's standing committee structure for first hearing of items

and recommendations for the full board, followed by adding a requirement in line 10 for board members sending requests to the chair for a full board meeting to have the endorsement of an additional two board members to place an item on the agenda.

[01:07:24] Board members would be asked to include context and rationale for the submission. Then ultimately the decision on the placement on the agenda would be given to the chair and they may limit that to one item per board member. Part of the background on this, some of the discussion is it does match some level of current practices in surrounding jurisdictions and also would be helpful in communicating prioritization to staff, Knowing that there is a level of board interest in a particular topic, so staff could do their due diligence and preparation potentially or be ready for the discussion.

[01:08:01] So happy to have a dialogue with you all about this potential change. Thank you. Committee members, any questions, comments, concerns? Mr. Sorotkin. Thank you, Madam Chair.

[01:08:16] So just for some context, I had asked staff to take a look at this. I was curious more than anything else what some of our surrounding districts do and kind of the level of standard that they impose for an individual board member to go directly to the board with an item, which all nine of us have done from time to time, rather than go through committees, which is where under ordinary circumstances, almost every item should originate.

[01:08:42] And so I think this makes sense. I think it's the same general standard that we use in other policies for information requests that would take staff longer than a certain amount of time to use where that requires endorsement of additional board members.

[01:08:59] So I think this makes sense without being overly burdensome, but at the same time making sure that there's some minimum level of board support for adding items to the agenda for the full board. I think that having the context and rationale is especially helpful when you look at board docs and none of that's filled in.

[01:09:19] It's difficult to prepare for a discussion. And also, it's interesting because another way that we send things to committee is, well, you can refer it to committee, which requires five people to support it. You can ask a committee chair just to add something to their agenda, and they can do that just with one board member's support.

[01:09:39] So it does seem to me like it's easier to actually, even with these changes, to bring something before the full board than it is potentially to send something to committee, which requires five people. So I'm not suggesting that we need to make it exactly the same, but this seems like a very reasonable recommendation, and I'm in support of it as well as my colleagues.

[01:10:05] so we can bring that back for can we put it out for some community feedback and then bring it back next time so um is there anything else that staff wants to to add to that or anything else on that from staff on the last item before so the understanding would be we would bring it back to the august Imp yes please okay yes because our next Imp is just a closed session um and it would it would be two weeks um is that enough time like could this is that something that you could have

[01:10:43] ready for us to take it so i mean it would just be the single action item my worry would be that the board meeting would be the next day so the closed session would be that monday and then i believe we have a board meeting on the 27th so well actually um since i've been in the agenda meetings as vice chair before i know that we can hold space on the at the agenda meetings for an item that we anticipate coming

and i think with full committee support tonight and the board we could just pull the board chair right now as to whether that's something that's fine i know we've done that for like hrtd committee meetings that have been on mondays before as well as fno items

[01:11:21] that come out and get placed on the agenda so as long as we have it in the agenda meeting as a placeholder then i don't i don't have any concerns with that do you have any concerns about the time time it looks like we would have two weeks and that would give us a number of working days to consider feedback and have a recommendation we could do a brief uh action item before you go would have closed if that's so you could put it out for community feedback tomorrow yes okay let's do that okay thank you um we will move on to item number seven new business any new business from the committee staff okay well thank you very much um thanks to everyone in the audience for coming tonight and we are adjourned



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