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## Loudoun County School Board, Legislative, Audit and Policy Committee Meeting, Friday, June 7, 2024

Date Friday, June 7, 2024  
Place Loudoun County Public Schools / School Board meeting (see BoardDocs / LCPS-TV)  
Length 1h 1m (video)

- Official meeting video (Vimeo / LCPS-TV): <https://player.vimeo.com/video/955000895?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 2026-10-21. Each paragraph starts with its time [HH:MM:SS] in the meeting video.

[00:00:06] Good morning. Fun. Right. Welcome to the LAMP committee meeting. Well, we might as well have fun. This is April Chandler calling to order the Legislative Audit and Policy Committee for June 7th, 2024.

[00:00:29] First off, we are going to move to item 2.1, approval of the May 30th, 2024 draft minutes. could i please have a motion to approve the may 30th 2024 draft minutes oh actually given the fact that there are two of us here i will make a motion i'm a motion uh to approve the may 30th 2024 minutes i second thank you miss shirnoff all those in favor please raise your hand and say aye

[00:01:04] Aye. Seeing none opposed, the motion passes unanimously with Mrs. Donahue or Ms. Donahue absent for the vote. Next up, we will move on to item 3.1, our action item for collective bargaining.

[00:01:23] At this time, I will just kick us off with some opening statements. I think as a committee, the LAMP committee has decided that the time to move forward with this is now.

[00:01:39] In the interest of maximizing our time together, I have created, or with the help of my wonderful chief of staff, we've created some slides that put together the proposals that are on the table for the draft resolution.

[00:01:59] I would like for us to very, very briefly discuss perhaps framing the conversation around which proposal would be most acceptable to each member of the committee, and I've also put the slides in order by the conversations that I think will be the easiest to begin with, and the conversations that I think will be the most complex towards the end. So, with that said,

[00:02:27] oh, thanks. Okay. Oh, sure. Ms. Donahue? I'm sorry. Ms. Chernoff. It's early. I just have a clarifying question uh chair Chandler I appreciate first of all I just want to call out and appreciate all the work that chair Chandler has put into this and my fellow committee members um to get to this point and to try and I don't want to use the word streamline because I don't want anything to get lost this is an important process and we've taken a long journey to get here so we want to get

[00:03:03] it right but I understand that it's been a long road um so I have a question about where in terms of when you're presenting where we ended up. So just for the public, like to put it on record, we have taken many steps to get to a compromise consensus.

[00:03:21] I don't believe that we've gotten quite to that point yet or if we will get to that point. However, I want to make sure that we have, the public knows that the board has honored that request to try and work together.

[00:03:36] Because as I said last meeting, and I'll keep saying it, for me, it needs to be a partnership. A partnership with the teachers who support and the educators and employees who support collective bargaining, the division, and the school board. And so that was my thinking last meeting, and when we left, we were going to kind of hash that out.

[00:03:54] There have been a few developments this week, and I just want to make sure that I know when you're presenting that we are going back to the original language proposed by the eight items of the letter from December from LEA. And we are going back to pretty much the proposed language that the division supported through the original resolution and that compromised language would have to be brought to the table by us, the board members.

[00:04:20] Is that an accurate statement? We are so close. So what I will say is at this point, the collective bargaining resolution is in the hands of the school board, first and foremost, in the hands of the legislative audit and policy committee.

[00:04:38] The slides that I put together to frame our conversation today start with the language that is in the clean version of the draft resolution. In preparing for this session, I asked all of the currently invested parties to present their proposed language. I think it would be in the best interest of our committee if we made some decisions about what we are most

[00:05:09] comfortable with and you know I would like to um perhaps frame our conversations in a way that we are able to focus in on what everyone has gotten comfortable with um and also maybe in in terms of our conversation say you know what I'm not ready for this one I'd like to move it to the end and we can do that thank you for that clarification so just to paraphrase I want to sure I understand that we're going to look at these this language and if we feel comfortable

[00:05:47] with one of these as a board member we will move forward but if we feel that there is proposed changes that need to be made we should do so during that conversation yes that is my hope for this session thank you thank you okay um with that said I'd like to move on um if are you ready thank you right on okay

so right off the bat I'd like to move into section four a this is board rights and responsibilities we are looking at line

[00:06:21] 131 through 233 the LEA's proposal would be to strike which shall be prohibited subjects of collective bargaining LCPS's position is to retain the currently proposed language on line 232 in the proposed resolution which shall be prohibited

[00:06:46] subjects of collective bargaining in terms of some of our previous conversations i think and i'm not sure that i would frame it as background but with this one in particular i would feel most comfortable within the lea language i think one of the things that's imperative for this

[00:07:23] conversation moving forward is that we have the ability to negotiate the items that are subjects for collective bargaining in some compromising language I believe that came from some of the things the conversations that I've had and things that I've heard is that there would be a willingness on the LCPS side to make a slight modification to say thus the school thus the board retains

[00:08:02] exclusive comma adding non-bargainable rights including but not limited to the rights so I don't know if that would be something that you're open to or if you're taking a line so that would be the sort of middle ground since we're not necessarily on the same page perhaps we could move on to the next one and come back to this one when miss Donahue I hear miss Donahue is available and in

[00:08:39] about five minutes away okay with that let's move on this is also section four 4A, Clause 10, Lines 258 through 259, to establish, maintain, modify, and eliminate board rules, regulations, and policies, including health and safety rules.

[00:09:12] The LEA's suggestion is to add to line 259, provided, however, that collective bargaining concerning rules, regulations, and policies on wages and benefits and working conditions, as defined herein is permitted subject to the board's legal obligation to comply with the Virginia code in all respects. LCPS's position is to retain solely the language that exists in the currently proposed resolution in lines 258 and 2259, which reads to establish, maintain, modify,

[00:09:47] and eliminate the board rules, regulations, and policies, including health and safety rules. I would be curious what your thinking is on this one. This is one of the ones that particularly pertains to our purview as a school board so i am i want to make sure that we maintain that a very clear line about where the board has control and has that those rules regulations and policies

[00:10:21] i know that in speaking with different groups that that is the the goal would be that some of the things that the topics that would be covered would influence or have impact on potentially the school board making moves on policy or amending policy however the actual language supports that the board maintains control of those policies and the regulations and the rules and so i i am hesitant to just as a board member um i am hesitant about making sure that that language is clear

[00:10:58] realizing that the topics themselves it would be upon it would be it would behoove us as school board members to listen to those topics. Absolutely. And I want that. But it would be on us to make sure that we then make the proposed changes to policy and regulations as it would apply to the response to those topics. From my position, I feel if we're going to make a commitment to do this, we have an obligation to make a deep commitment to do this. And I do not think that it is very

[00:11:33] workable to limit the actual rules regulations or policies by category I mean it seems to me that if we were to accept the LCPS language there would be nothing left to bargain over I want our approach I mean we are setting or we've discussed previously in past meetings setting some parameters around the number of items and I definitely feel more comfortable with that without

[00:12:04] necessarily um limiting the actual topics themselves can i ask um mr allen when it says at the bottom of the lea proposed language uh legal obligation to comply with the virginia code in all respects what in what would be the provision for the school board in terms of that referenced code i don't see anything referenced there specifically so can you help me understand that balance because If the Virginia code is gonna protect ultimately the school board's decision and policy and regulation

[00:12:42] and allow for those topics to still be discussed, I could be open to that, but I wanna make sure that that provision is in the code. - Thank you, Ms. Chernoff. As proposed, the language by LA, it's a little vague, and I think we would need to clarify that further.

[00:13:05] Virginia code 22.1-79 sets forth the power and duties of the school board, which includes setting policies inherently and adopting policies and overseeing those policies. So I guess this is the first time I'm seeing this, so I think we need to look at that to provide further clarity just for both parties moving forward.

[00:13:32] - Ms. Cherna? And just to put it plainly for everyone in my brain, I really, I wanna be clear. I'm comfortable with the topics that surround the regulations and policies given what LEA has put out here.

[00:13:48] I want to be very clear that I'm not looking to limit those conversations. That is like the reason that collective bargaining is so supported by teachers is to negotiate those things. And I support those conversations. What I'm worried about is the line in terms of would you be able to negotiate, lose the power to ultimately write and vote on policy?

[00:14:11] that supersede that ability I'm I'm guessing no but I need to be sure before I say yes I know I'm putting you on the spot but in terms of I think inherently to the extent there's terms and conditions that are negotiated and agreed upon and memorialized in a collective bargaining agreement that are separate and apart from the board's policy I think there there will be be tensions in that respect and so to the extent it's not otherwise prohibited but

[00:14:48] by Virginia law that could be negotiable and and practicable but I think you know that's something that comes up on an individual basis as we're looking at those terms and conditions and and part of the negotiations that occur during the collective bargaining though do you have anything in response I might have a okay so I just want to make sure that I understand that correctly it's

[00:15:23] possible that in the process of actually engaging in collective bargaining we would be able to reach some clarifications and compromises along those lines thank you madam chair yes that's my understanding that to the extent there's tensions between policy and what's to be negotiated certain terms and conditions to be negotiated and as part of collective bargaining towards the collective bargaining agreement i think that's where those you know case by case or individual assessments would occur to make sure that they're to reconcile those tensions thank

[00:16:01] you um uh dr smith is it possible to get an update about miss donahue yeah i believe she's on the webex so if you want to whenever you're ready return to remote participation we can do

[00:16:11] that okay I will need the language without losing any time I will just sort

[00:16:48] of said my I would be at this point inclined to approve the LEA proposed language that would be my position at this time I'm sorry I'm just processing um so I guess my bottom line question is I'm I hear what you're saying mr. Allen in terms of it we can negotiate and that's you know so that would could happen through the process and I want to make sure that those topics can be

[00:17:28] negotiated that the language that LCPS wants is not precluding that I also and again this is the middle ground in me so I'm really trying here guys would LEA's proposed language force the school board to change policy even if that was not the will of the board do you believe that that would be true from the LEA proposed language as it's written or it's fuzzy yes so and thank you

[00:17:52] Mr. Chernoff, in terms of looking down the road, once an exclusive bargaining representative has been elected and they, whoever that is, negotiates in terms of the collective bargaining agreement with terms and conditions with the school board, it could possibly tie the hands of the school board in terms of various policies.

[00:18:16] And so if it's not the will of the school board, then there's tensions that arise, even if it's within permitted by law. So that's a consideration as well. And we're going to look at this provision later today. But in terms of an impasse, that could come into play as well if the will of the board isn't agreeable to various terms and conditions that come to play during those negotiations with the exclusive bargaining representative.

[00:18:44] So ultimately, it could get to the place where we need to clarify the evergreen clause in order to determine how we would proceed if those tensions exist. But one cannot force the hand of the other based off Virginia code is what I'm hearing you say.

[00:19:02] Irrespective of Virginia code. So you could come to a place where the school board perhaps is at attention with the exclusive bargaining representative in terms of various terms and conditions that may, could be permissible by Virginia law, but could be at odds with current policy.

[00:19:24] And then the board would have to determine how to reconcile those tensions as well. and by agreeing to this that takes the purview and authority that the board has to set policies or could create tensions with that purview of the board and authority i i am mindful that we are getting i don't want to get in the weeds i know that and i am mindful that we want to move forward it's maybe the discussion about the evergreen clause and what that impasse would look like

[00:20:02] could help inform my decision on this it may not matter once the three of us are here but I I do want to make sure when I hear hands tied by the board to policy I it does give me pause and I'm trying to find that line that allows us to negotiate but ultimately that the board still maintains its its ability to modify and regulate policy thank you miss Chernoff at this time I have been notified that Ms. Ann Donahue would like to remotely participate in today's committee meeting. Ms. Donahue, please state your location and whether this is a medical or personal matter.

[00:20:44] Thank you, Chair Chandler. I am in my office in Leesburg. This is a personal matter. There is no one else here with me in my office. I unfortunately was scheduled to be in court this morning. I joined virtually as soon as I was able to, but if I drive to admin, it will take me another 30-ish minutes to get there. Thank you, Ms. Donahue, for your commitment to participating

[00:21:21] with us today. I will entertain a motion that Ms. Donahue's request to participate remotely be granted. Austin Research. Yes, I move. Did you move it already? I'm sorry. I'm listening, I promise. I move that Ms. Donahue be added to the meeting. Thank you. The motion was

[00:21:46] made by Ms. Chernoff and I will second the motion. So seconded by myself and being properly moved and seconded. Welcome to the meeting, Ms. Donahue. Ms. Donahue. We have to vote. Oh, okay. I'm sorry. All those in favor, please say aye. Aye. Aye. Thank you for the clarification.

[00:22:09] Ms. Donahue, thank you for being here today. I have prepared some slides. I hope that you have access to those electronically. The idea behind this was to have an easy visual that would allow us to frame the conversation in terms of looking at what has been proposed by all of the invested parties in this conversation to give the LAMP committee the ability to make some choices in hopes of being able to move this forward. So welcome to the meeting. Thank you, Chair Chandler. I'm able to see presumably what

[00:22:49] is on the screen for you as well, which right now says Section 4A, Clause 10, and has a summary of the current language, the LEA position, and the LCPS position. Thank you. I'm happy to hear that. We have been having some conversations in the room around our preference for this language.

[00:23:12] I would, just as a point of clarification, Ms. Chernoff, are you saying that you would like to pivot on this one and move on, or should we see if Ms. Donahue has a position? I think we should engage Ms. Donahue in this conversation and see where we are as it might pertain to moving forward.

[00:23:28] Not to put you on the spot, Ms. Donahue, but. Thank you, Chair Chandler. My, my inclination as between these two choices would be to, to add the language proposed in the blue box. I, in my conversations on this issue so far, my feeling has been that to the extent that there are concerns over what the board may be constrained or not to do. I mean, the board,

[00:24:08] We have the authority that is vested in us by Virginia Code, and I would think that everyone agrees that that can't be undone by a contract, by a resolution, or by a collective bargaining agreement, and we cannot delegate that authority to anyone else.

[00:24:33] Regardless of what words may appear in this resolution, it's my understanding, although I'm sure Mr. Allen will correct me if I'm wrong, that the authority that is vested in us by the Virginia Code supersedes anything else.

[00:24:51] And for those reasons, I would support the making the change. Thank you, Ms. Donahue. With that, and given the fact that we have been able to eliminate all of our technical difficulties, I'm going to implement on this round the use of a timer just to see how it works in terms of framing the conversation.

[00:25:12] I'm very open to feedback, and I will suggest that we move on to the next slide, which is an LEA proposal in Section 2, the rights of employees.

[00:25:29] This is related to representation of non-members. They have made the suggestion, this came up in our last working session, that they would like to strike from Line 174, the handling of employee grievances.

[00:25:46] The idea behind this, as I understand it, is that based on some recent Supreme Court decisions, I believe it's Janice, perhaps the LEA position or any union's position would be that it's not advantageous to represent non-union members who have not paid dues.

[00:26:14] Are there any questions or discussion for the committee? Ms. Chernoff? Just to clarify, this was added outside of the eight items, and just want to make sure that I can support this if that is true, if what is being spoken is true, because it wasn't in the original request.

[00:26:38] So I just want to confirm that that, I may ask you to say it again one more time, that member dues money, based off of the language that we have now, member dues money would go for non-member grievances. That is what the language suggests as it is written, so we need a change, correct, Ms. Chandler?

[00:26:58] Yes, that's correct, and this issue was raised in the last meeting, and there was also a proposal made by LCPS that's outside of the original eight items. I included those there for the purposes of this conversation in hopes that we could reach a resolution.

[00:27:14] Thank you for that clarifying point. In this case, I have no problems with striking the language. All right, thank you. Ms. Chernoff, would you be willing to stay that for the record? Sorry. Yes, I can live with that also.

[00:27:31] Thank you. Ms. Donahue? Thank you, Chair Chandler. I also support the removal of this language. I recall early on in this process there were significant concerns regarding the issue of whether employees who did not want to participate in the union process would be required to pay dues.

[00:27:53] And we, I believe the position we landed on is no, that will not be required. And by the same token, I would support this change of language because for the same reason, if an employee is not a member of the union, I frankly don't understand why we would expect that the union be required to handle issues on behalf of the employee who is not a member of the union.

[00:28:20] Thank you, Ms. Donahue. In that case, could we, in terms, I guess I'm going to ask a point of clarification. Can we work through all of this draft language and then make a motion if we have gotten to the point where we are comfortable with the proposals?

[00:28:38] Or should we be making motions item by item? Thank you, Madam Chair. That's within the will of the committee. It seems to me that it would be more efficient if there is agreement to wait. And do it then. Yes, that's correct. Right, I think that would make the process a little bit less hindrance.

[00:28:58] Okay, on that point, I believe we are in agreement on this issue, and we will move to the next slide. This is an LCPS proposal. To kick it off, I would like to frame it. This is something that LCPS has brought back to the table in terms of asking us to have a more fulsome conversation about it.

[00:29:23] I would like to note for the record that the previous LAMP committee on December 12, 2023, recommended this language for removal. And in terms of my perspective, I would be inclined to also not include this language and continue to respect the decision of the previous committee and school board.

[00:29:56] Yeah, Ms. Donahue? Chair Chandler, I was reading to myself. Sorry, I'll give you a second. I had started off by reading, but I'm hoping not to do that any further in the interest of time. Thank you for taking your time with it.

[00:30:28] If I may, Chair Chandler, I am, thank you. I similarly am not inclined to support the addition of this language. Thank you, Ms. Donahue. Ms. Chernoff? I just want to put on record that in speaking with the LCPS side, there was a willingness to come to 35%.

[00:30:49] and I actually had a chance to speak to Prince William County School Board. I reached out to them. I was curious because they had – my understanding is they had originally not had a threshold but

then decided through the resolution to add 51%, and their participation far exceeded that.

[00:31:06] They had 68% participation, and the thinking there was not to limit the election but to make it from not happening, but to make sure that there was active participation and representation so it doesn't seem like it's a point worth making but I just wanted to put that on on the record I do think that more participation in an election would be better for the support going forward but I don't I think we've you've got your support okay well so would you like the

[00:31:42] record to reflect that you were yes thank you that said we have come to a consensus and we'll move on. The next item is Section 9, Clause 1. We'll be looking at lines 653 to 659. This is loosely known as the Evergreen Clause. If you give me a second, I will get to the document and

[00:32:10] actually reference it in the appropriate way. Okay, this is Section 9, the impasse resolution. As you can see, we've captured LEA's proposed language by pulling it from the document.

[00:32:32] We have a suggestion from LCPS to either remove Section I altogether from the proposed resolution or to support not striking the current language as it stands with, I guess, truly the change here would be following that.

[00:33:00] instead of notwithstanding or the foregoing on line 658. I would say I've struggled with this quite a lot. One of the points that I come back to is in every negotiation, no one should walk away completely happy. And I find myself, to be perfectly frank, more drawn to the LEA language

[00:33:34] overall. And I want to make sure that LCPS has or walks away feeling like there's a success here as well. And I think in that regard, I would be inclined to support the LCPS language, although it is not an easy decision for me. Ms. Chernoff? I agree. Middle ground. Thank you. Ms. Donahue?

[00:34:04] Thank you, Chair Chandler. If I may briefly editorialize slightly, I am just seeing this proposal from LCPS for the first time right now. I don't feel comfortable saying I support it or I don't support it with so little time to reflect on it. And the editorializing part of my comment is, frankly, I'm very frustrated that this is the first time I'm seeing this. I sat through

[00:34:37] eight hours of discussion and begged everyone at the table to work with me to try and find some compromises. And at our previous work session for LA&P, and again today, I'm seeing suggestions and hearing rationales for the first time. And I find that extremely frustrating. That being said, my original inclination about this language was, I was certainly concerned with leaving unilateral authority to the school board to decide to continue a prior agreement or not

[00:35:15] in the absence of reaching agreement, reaching a new agreement. That was my priority in what I felt needed to change in this language. So I'm sorry, I don't think I can come to a definitive yes or no today. Thank you, Ms. Donahue. I am going to, in the interest of time, move this to the back of our I'll move it to the end of our conversation and we'll move on to the

[00:35:45] next slide in this case this was an item that was much discussed at the last meeting I tried to I went back last night and listened to the recording in hopes of best capturing the conversation that we had which is why you see there's an Loudoun County School Board proposal here in this case We are looking at Section 1, lines 101 and 104.

[00:36:21] This is related to confidential employees. I would be comfortable with including the entire department of HRTD under the category of confidential employees, but adding to line 102 and 103,

language such as this provision applies, i guess it would be as this provision applies such that school-based employees would not fall

[00:36:53] within the definition of confidential employees i i would be in favor of supporting the conversation as we had it at the last meeting just sure enough just to clarify so you're saying keep it as is but add in a provision that applies school-based employees would not fall in the definition that i'm just sorry yes just trying to make sure i'm no you're thank you for that clarification yes

[00:37:26] that's what I'm proposing. I can support that. Thank you. Um, Ms. Donahue. Thank you, Chair Chandler. Um, again, I'm just seeing this, particularly the new LCSB proposal for the first time. Um, I'm not inclined to support, um, I'm not inclined to support a proposal that, that continues to strike entire, all of the employees of an entire division as, as being,

[00:37:58] not eligible for collective bargaining. Okay. Ms. Donahue, are you registering your vote as not being ready to accept this language and moving to the next item or as a no?

[00:38:16] If the majority opinion from the rest of this committee is that the language should, going forward, that we would refer to the full board is including all employees within HRTD to continue to be classified as confidential and therefore not eligible for collective bargaining my vote would be no okay oh sure i'm sure enough miss donahue i just saw something additionally

[00:38:52] that i hadn't noticed before um in the lea proposal it says one option is to strike the lines the other one is to keep the lines but to add as we discussed it's jogging my memory now from last meeting um that we could they would be willing to add if like a comma if applicable Would that be something that you would be more comfortable with, Ms. Donahue?

[00:39:17] Yes, thank you. So my understanding is where this, if applicable, is added after lines 102 and 103, that still does not apply to HRTD. That applies to specific employees in business and financial services and DDI.

[00:39:34] But the language that is specifically on this slide in front of me, to the best of my understanding, would not add the if applicable language as a modifier to hrtv so if if that if i'm understanding that correctly then no it would not it would not alleviate my concerns okay understood i'm sticking where i am okay um so we will hold uh that language with two in favor of the um loudon county school board proposal and move on to the next section we are right oh you're gonna love

[00:40:14] this we we are coming back to section 1 line 92 the infamous comma um in this case the lea would propose to strike the comma i pulled this information from our meeting uh lcps and if you would like to make any clarifications um that the comma is subject to debate and does not necessarily provide clarity um i would be in favor of striking the comma can you provide clarity mr Allen on why it doesn't provide clarity because I'm struggling to understand why

[00:40:53] this comma is so essential. Thank you Ms. Chernoff. If we're looking at this language I guess and I should profess I am an advocate for the Oxford comma so perhaps that's why my comments are such that they are. If you take this out I guess we're and for interpretation confidential employee means an employee whose job duties require access to confidential and then we take it

[00:41:28] confidential subjects of collective bargaining so if you take out the comma then it arguably only refers to confidential budgetary or fiscal information and and then precludes potentially other

confidential subjects of collective bargaining or information as it pertains to collective bargaining So I think it provides clarity and flexibility and nimbleness in terms of that assessment, not just budgetary or fiscal personnel, management, emails, or strategy.

[00:42:05] Ms. Chernoff. Ms. Chandler, do you feel that those topics adequately cover then all confidential material, or do you have any, just asking because we never get to talk, Just, or do you feel that those categories would encompass all the confidential information and you would be comfortable with that lack of clarity should it arise?

[00:42:30] I'm comfortable with that lack of clarity should it arise. Let's hear Ms. Donahue. That's right. Ms. Donahue. Thank you, Chair Chandler. So I feel pretty strongly that this discussion needs to be in conjunction with the point that we just discussed, because it's all part of the definition of confidential employee.

[00:42:57] So I have to say, I don't think it makes sense for us to break that into two subparts. That being said, I would support striking the comma, but I also don't think that that can be the end of the conversation about the definition of confidential employees.

[00:43:20] Thank you, Ms. Donahue. Ms. Chernoff, would you like to make any further statement on this point? I think I can be comfortable with striking the comma, given that we have more clearly defined the roles.

[00:43:37] I understand what Ms. Donahue is saying, because I think we've kind of overruled that two-to-one, if I'm doing the math correctly, for the last item. But that last item actually makes me more comfortable. So do with that what you will. Let's move on to the next slide is Section 3.

[00:44:00] This is Lines 193 and through 201. This conversation is really loosely about building access.

[00:44:18] We have had many conversations around this point. I think in general, especially after reflecting on our last public session, everyone seems to be very much in favor of language that's similar to Albemarle.

[00:44:40] In this case, we really have two options, I guess. One is an LCPS proposal that would, starting at night, I just want to make sure that I'm understanding this and reading it correctly, so please speak up if I'm not capturing this.

[00:45:04] This would be language at line 193, and this language would govern both individual and group meetings. So you have to hold individual or group meetings with members of the bargaining unit, provided that the meeting is not held during an employee's working time.

[00:45:26] Two, a written request for the use of the facility premises is submitted to the site supervisor at least three business days in advance of the meeting in accordance with the board's facility use policy, which is 6310, and its accompanying regulation.

[00:45:43] Three, the request is approved. Four, the exclusive bargaining representative enters LCPS facilities through the designated entrances and follows all applicable protocols for registering, showing identification, et cetera, that apply to visitors. If they are not an employee of the facility and five group meetings shall be permitted in designated spaces and shall otherwise adhere to board policy 6310 and its accompanying regulation.

[00:46:11] The LEA proposal is to keep the language for group meetings as it stands at lines 193 and add after line 202 to access individual employees that they represent, provided that such access does not interfere with the operation of the facility or the employee's performance of the job duties, and that any non-LCPS staff follow existing LCPS safety and security policy and procedures.

[00:46:37] For non-LCPS staff, an individual's failure to follow LCPS safety and security policies and procedures may result in a revocation of access to individual employees within LCPS facilities. In this case, I'm inclined to support adding the LEA language.

[00:46:59] I think it's important for us to capture the difference between individual and group meetings, and I feel that the language especially around non-LCPS staff follows the safety and security protocols that I would like to see in the building. Ms. Chernoff? As you had really struggled, I really struggled on this one. We've had many conversations about this building access. One,

[00:47:36] I'm good with the group. I think everybody's good with the group, so I think, yay, we're good with the group um the idea of this like right in time i don't want to use the word emergency i know that that's been used before of but like needing access to your representative right away um i'm having trouble wrapping my brain around how that can happen within like my biggest sticking point on this is that it the contract hours and the working hours so just in my mind as an employee when you come when you're in the building unless you're there before working hours or after which is

[00:48:14] totally something that teachers do all the time you're on the clock you're contracted so that's important to me to maintain that they're doing their duties so if there was an emergency situation that they were needed I would think that that would fall to not violate that like the group portion it would need to be within without sorry outside of contract hours that was kind of confusing because I'm sorting through it in my head but that's kind of my sticking point it's like I need language in here I feel like operation of facility or the employee's performance of job

[00:48:54] duties is different than having those meetings during your contracted hours and I would need some clarification um about contracted hours are would that be permissible within a teacher's contract would they to be meeting outside of that i mean we're we're pretty strict on what we require in terms of teachers to be doing during their planning time during their meeting time um it's not non-contracted time it's still contracted time so that's where i would like to see that language instead of just saying employees performance of job duties that it would be

[00:49:31] employee's contracted job duties. Thank you for that suggestion. Ms. Donahue, would you like to speak to this proposal? Thank you, Chair Chandler. So one of the concerns that I still have is if we are proposing to keep in lines 193 to 201 and adding additional language afterward, my concern with the original language is that it requires a written request that must be approved in order for

[00:50:10] union representatives to have access to the school. And I don't feel comfortable with that. I don't feel comfortable saying, well, the principal gets to reject the request. There's nothing in here that lists any standards or bases to say why a principal could reject a request or other individual could reject a request for use of the space. So I have suggested before and still think that the more appropriate language there would be written notice. I do think it's appropriate to

[00:50:44] provide notice of any pre-scheduled meetings to the school, but I don't think that it should be set up as a request that is subject to approval. Is there any room in crafting this position to come to a

compromise so that we strike from line 198 the request is approved as Ms. Donahue

[00:51:14] suggested and add Ms. Chernoff's suggestion to the LEA language relating to individual meetings employees contracted performance is that the right spot to add it yeah I think performance is subjective so I would say employees contracted job duties like take performance of out and just ad contracted. That is a, on my part too, like, I think that that's a protection for teachers because you want to make sure that you're not doing something that you're not supposed to be doing outside of contract hours. Um, so I think that that would cover it for me. And I, I could

[00:51:52] agree to that. I'm amenable to that. Um, Ms. Donahue. I think my only question with regard, uh, to that would be if that would allow, and this, this is due to my own ignorance about the contents of employee contracts but if we were to add that language if that would still allow if an employee is on a lunch break or some other break in the day if that would allow them to meet with their union rep during that break time and if the answer to that question is yes then I would be comfortable with that. I would make one other suggestion with regard to the language above

[00:52:30] that if we are striking part three the request is approved I would also suggest in part two we change it from a written request for the use of facilities is submitted to written notice for use of the facilities is submitted. Okay, I'm amenable to that notice. Can anyone speak to whether or not teachers in their contract have the right to a lunch? Am I capturing your question accurately, Ms. Donahue, would you like to restate? I think you are capturing it,

[00:53:10] chair chandler um my as i said my my concern is if if the if a teacher and because i don't know again what is in the educator contracts uh which is which is a lapse that i need to correct for myself but if if an educator is entitled to have a lunch break to generally you know do what they see fit with that time um that they should be able to use that time to meet with their union rep if that's what they choose to do and i i just would not want that language to prohibit them from being able to do that and as a point of clarification i guess i will expand this to say that of course

[00:53:45] this is not going to only be for teachers it would be for any employees mr allen thank you madam chair my understanding and i may have to defer to a chief hr officer um behind me but my understanding is that lunch is is contracted um but i will ask for confirmation from miss boland So, I'm sorry, Chair Chandler, may I interject?

[00:54:18] Sure. Thank you. So, that was, Mr. Allen hit on what is exactly my concern, that if we change the language to contract duties, if the contract specifies the educator's hours or the employee's hours are from 8 o'clock in the morning until 2.30 in the afternoon, then that would effectively mean they cannot meet with their union reps at any time during that time of day.

[00:54:45] And I'm that maybe, I don't know, I don't feel a great deal of comfort with that. And I would also like to add, no offense to Ms. Boland, I'm a little uncomfortable with inviting her to speak because she was a member of the joint committee. And if she's being invited to speak, I think that in fairness, we should be inviting other members to speak.

[00:55:11] But I don't think any of that is a particularly good idea at this juncture for trying to move quickly through these issues. Thank you for clarifying your position on that. I also feel it's important for us to move quickly through these issues, so I'm just going to ask,

[00:55:25] Are we willing, given the combined compromise, which would include in line 194 a written notice instead of request, striking the request is approved at 198, and in removing after employees the performance of and make it contracted?

[00:55:54] I would be willing to support that. i would like to hear your position if you would be willing or not so keeping the word contracted in correct um yes i do have a little bit concern with notice versus the other language but i think that we could maybe work around that i also just i just want to say real quick like i understand miss donahue's approach to not wanting to bring people from the joint committee to the table

[00:56:34] however this is an hrtd question it's just whether or not lunch is contracted is not a biased thing that is just her job to know that information and it seems that no one else in the room would know that information so i would disagree with her being able to answer a yes or no question around whether or not lunch is contracted so i just want to say that because that is getting sticky i think we shouldn't preclude miss bolan from doing her job because she was a member of the joint committee but that's my opinion um so yes i think i can get there as long as the notice part cover is covered

[00:57:11] in um i know we have some facility use policies and i just want to make sure that that would align because i know the original language was aligned to the policy 6310 in terms of facility use so i would just need legal to clarify that thank you miss sure enough i i think that does present a conflict with the policy referenced here 6310 and as a practical matter and just declare for that point written versus not written that's providing something that's in conflict with the policy if we're saying that otherwise should

[00:57:49] follow by the policy there's a tension we could potentially navigate to reconcile that however is a practical matter my understanding is that could be cumbersome are difficult for facilities getting everything in order and if we we strike that kind of provision I think it lends itself to a lack of clarity or when what policy should be followed for which visitors and just creates for administration potentially a lack of clarity and implementing that. Thank you

[00:58:28] Mr. Allen. Ms. Donahue are you in a position to commit or would you like to continue working on this? I would be willing to support sending the language that we have discussed forward to the full board with the, you know, caveat that I would want to reflect more on this issue of employees' performance of job duties versus contract time prior to a vote on final

[00:59:07] approval of the resolution by the full board. Thank you, Ms. Donahue. Ms. Chernoff, is your positions the same yeah thank you miss Chandler I have to go as this was scheduled from 9:30 to 10:30 and I know there's lots of work to do I will leave it to your discretion as to whether we continue I feel that I've earned a valuable voice on this committee and would like to be a part of this conversation so I will go on record to say that I've done a lot of work to put it put in to get to this point but I do understand if you choose to proceed without my voice, um, as I will have it on the full board eventually. So I, uh, I will leave you

[00:59:46] with that, but I do have to go. Um, Ms. Donahue, do you have a position on continuing? Uh, mixed, uh, Ms. Chair Chandler. Uh, I do, I think it is important and beneficial to have all three of us being able to discuss these issues. Um, my feelings in that regard are also, um, somewhat in conflict with my desire to continue moving through this work. I would respectfully suggest or inquire if Ms. Chernoff has considered or is in a position to continue the conversation

[01:00:21] virtually for at least some period of time. Okay. She has stated that she is not able to participate virtually. Okay. There are still several outstanding items with that. I am going to recommend that we move this to the next official LAMP meeting I do that with a very heavy heart as I truly wanted to be able to move forward here today but with that

[01:01:01] seeing no new business the meeting is adjourned



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