



President's Closing Statement Bargaining Meeting - February 26, 2021

The Orange County Classroom Teachers Association wants to express the extreme disappointment with the District's seemingly purposeful disrespect for the union and all members of our bargaining unit.

More specifically, I want to address several situations, including high school time changes. District leaders never notified OCCTA of their plan to extend the school day at several OCPS high schools, forcing working condition changes. I only learned of this at the February 23rd School Board Meeting as part of the Strategic Plan Discussion where Dr. Border reviewed a plan already in place to have 9-10 day periods into evening hours at Evans, East River and Windemere High Schools. Following that presentation, the Superintendent stated, "The entire faculty has to vote for that kind of swing because some teachers will be coming early, some later. So individual schools – we have to make that sales pitch that it's good for children and for some of our employees, as well. It will become a collective bargaining issue in some instances. So not quite as simple as that, but we're hopeful that because we're going to see such outstanding outcomes that teachers will be agreeable with it as well as our union and make selections that best suit their needs as well."

Following her statement Chair Jacobs stated, "I agree with your comment Dr. Jenkins that it may come down to collective bargaining, but our kids, our students come first. Their welfare comes first and that's what collective bargaining is for. I don't think any of us are intimidated about going through that process. We're not the ones that sit at the table. . ."

The District put a plan in place, even notifying students and parents to select their schedules for next year at least one of the schools, *before even discussing this bargaining issue with OCCTA*. The statement made by Chair Jacobs at the School Board Meeting is troubling. She appeared to put down our union and insinuate that the union did not put students first. It also appears that the Chair does not understand the bargaining purpose and process. We negotiate for our bargaining unit members. Of course, as educators we always consider the students' needs, but collective bargaining is about workers' rights. Teachers' working conditions determine students' learning conditions. As far as her statement about not being intimidated, if she is implying this will be another issue that the District attempts to unilaterally impose or bulldoze, I assure you we are prepared to defend the rights of every teacher. It is apparent that the District tried to circumvent the bargaining process. The District should come to the table in good faith on this issue.

It also appears that the District manipulated contract language to bypass discussions and bargaining impacts with the union. Yesterday I received a letter from Chief Negotiator Jim

Preusser informing me that the District was proceeding with this initiative and suggesting they had the right to change times citing Article XIV Duty Day B. That provision allows for site-based decision making in some instances, including creative scheduling. However, that provision must be voted upon by the teachers in an election overseen by the school's Faculty Advisory Committee or if there is none, the union President or designee and specific requirements exist for the vote and vote counting. But most importantly, those votes to change schedules expire at the end of each school year. No FAC or school faculty can vote for an initiative to take place in the future which could impact an entirely different faculty. The contract language (Article XIV Duty Day B.2.) states:

“Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. **The agreement(s) shall remain in effect until the end of the school year.** The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.”

Again, the contract states, “The agreement(s) shall remain in effect until the end of the school year.” Clearly, the District cannot attempt to make schedule changes at high schools across the district and use a school-based contract provision that expires each year to do so. Any vote that was conducted – and indeed, at least one of those school's union leaders had no knowledge of a vote or the plan – would be invalid based on the contract language that requires the vote is for the current year. This plan is for the next school year and is for multiple schools, not one particular school.

Throughout this school year - this incredibly stressful and challenging year - Orange County Public Schools has shown nothing but a lack of compassion and disrespect to the union and every member of our bargaining unit. The offensive and callous behavior has been most prevalent in our fight to protect teachers and yes, students during the pandemic. Right now there are union members and other employees fighting for their lives after being infected with this terrible virus. And yes, despite denials of District leaders, teachers say that they were infected with the virus from exposure at their school or worksite.

On Tuesday night, the School Board Chair noted that 500,000 Americans lost their lives, but there was not one word for the OCPS employees who lost their lives, and no mention of the suffering of all the employees and students and the others that they spread the virus to - some who are still suffering from serious heart disease and other complications months later.

The actions of District leaders have led to the elimination of trust and respect. We ask all District leaders to commit to maintaining a civil and respectful relationship and bargaining in good faith once again. We stand ready to resume working collaboratively with the District. The ball is in your court.