

**GRIEVANCE**

REGISTER NUMBER C-020-027

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA)  
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

The parties agree to use the following form to resolve disputes in good faith.

NAME: Orange County Classroom Teachers Association HOME PHONE: 407-298-0756  
IMMEDIATE SUPERVISOR: N/A WORK LOCATION: N/A  
OCCTA CONTACT: Christina Phillips  
DATE OF VIOLATION: 7/14/20  
DATE OF STEP 1 MEETING: N/A  
DATE OF STEP 1 RESPONSE: N/A

**ATTACH A STATEMENT CONTAINING THE FOLLOWING:**

1. Statement of the facts upon which the grievance is based:
2. A reference to the specific section(s) of the Contract allegedly violated
3. An explanation as to how the employee believes each cited section was violated
4. A suggested remedy by the employee

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**STEP 2: SIGNATURE OF GRIEVANT**

SIGNATURE: W S Dornand DATE: 7-24-2020

STEP 2: RESPONSE BY IMMEDIATE SUPERVISOR

DENIED N/A GRANTED N/A REASON: Sent to Step 3

SIGNATURE: N/A DATE: N/A

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**STEP 3: RESPONSE BY SUPERINTENDENT OR DESIGNEE**

DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ REASON: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**STEP 4: ASSOCIATION DECISION RE: APPEAL TO MEDIATION**

- ( ) ACCEPT SUPT. / DESIGNEE'S RESPONSE
- ( ) WAIVE APPEAL WITH PREJUDICE
- ( ) APPEAL TO MEDIATION
- ( ) MOVE DIRECTLY TO STEP 5

FOR THE ASSOCIATION: \_\_\_\_\_

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**STEP 5: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION**

- ( ) ACCEPT MEDIATION DECISION
- ( ) WAIVE APPEAL WITH PREJUDICE
- ( ) APPEAL TO ARBITRATION

FOR THE ASSOCIATION: \_\_\_\_\_

**SCHOOL SAFETY OVER POLITICS**  
**CLASS ACTION GRIEVANCE**  
**Grievance No. C-020-027**

The Orange County Classroom Teachers Association (“OCCTA” or “CTA”) herewith files this class grievance and demands that it be **expedited and submitted to an arbitrator immediately to be heard and decided within 72 hours of this grievance**. The timelines set forth in Article III of the CBA must be bypassed to save lives. **Time is of the essence**.

**Statement of Facts**

This is a class grievance filed by OCCTA on behalf of over 14,000 bargaining unit members including teachers, psychologists, nurses, deans, speech therapists, guidance personnel, occupations specialists, media specialists, and social workers.

**Florida is the international epicenter of the COVID-19 pandemic. Every day, COVID-19 cases, hospitalizations, and deaths rise across the state, including in Orange County, at alarming and disturbing rates. Instead of fulfilling its paramount duty of keeping students and educators safe, Orange County Public Schools (“OCPS” or the “District”) is putting lives at risk by failing to follow the expert advice and guidance of health authorities, refusing to follow CDC guidelines, and repeatedly violating Collective Bargaining Agreement (“CBA”) language that protects its employees.**

The District has a legal, contractual, and ethical duty to provide safe schools for all students and employees. In order to meet that duty, it must start the school year with online instruction and maintain brick and mortar schools closed until health experts deem it is safe to open. Further, it must implement sound safety protocols and provide comprehensive training for a safe return to school buildings when community spread is controlled, along with meaningful training on the delivery of online instruction. OCPS has entirely failed to do any of these things.

Instead, the District has put a band-aid on the issue that completely fails to address the communities’ underlying concerns and violates the CBA. The District is giving lip service to safety by pushing the student start date back less than two weeks, and requiring face-to-face learning just as soon. In doing so, **OCPS did nothing to cure the serious threats to the health and safety of students, teachers, and the community**. Moreover, it has failed to offer any plan or time for urgent and necessary training to maintain a safe and high-quality education amid a raging pandemic.

The District’s quick-fix and ineffective “solutions” are carried out on the backs of educators who are afraid for their lives and the lives of their families. CTA agrees with the District’s view that it is unsafe to open brick and mortar schools on August 10<sup>th</sup> given the alarming community spread of COVID-19. However, by merely pushing the student start date to the end of August instead of starting the school year with online learning, as recommended by health experts across the country, thousands of teachers will still be forced to return to unsafe classrooms and be exposed to a deadly virus. **Each day, they will return home to their**

**children, spouses, parents, and other loved ones and expose them to serious illness and even death.**

This disregard for the wellbeing of its employees is further exacerbated by the District's unilateral decision to push their first paycheck to September, **leaving thousands of educators to contend with how they will pay their bills and feed their families during the worst of times. And during a time when many of them have lost their second jobs and/or their spouses have lost their jobs.** The District's actions jeopardize the health and welfare of employees and their families, including their own children, many of whom are students in this District.

This grievance seeks relief on behalf of all OCPS educators who will be **forced to risk their livelihood, health, and lives because of the District's illegal actions**, including its violations of several protections guaranteed by the CBA.

### **Relevant Collective Bargaining Agreement Provisions**

By its actions, the District has violated the following CBA provisions and all other relevant articles and agreements. The Union reserves the right to amend or supplement this grievance as it deems appropriate including through the discovery of additional evidence.

#### **Article I. Recognition**

*A. The Board recognizes and acknowledges the Orange County Teachers Association, Inc., as the exclusive bargaining agent and agrees to negotiate with the Association's designated representative pursuant to the provisions of Chapter 447, Florida Statutes, for all certified non-administrative personnel as defined herein including employees on Board-approved leave of absence.*

The District has repeatedly violated this provision by making unilateral changes to terms and conditions of employment and consistently failing to bargain in good faith with its educators' chosen bargaining agent.

#### **Article II. Negotiations Procedures**

*C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that **their representatives will be empowered to reach tentative agreement on items being negotiated.***

The District's bargaining representatives have lacked any authority to reach tentative agreements on urgent issues that must be resolved to keep schools safe.

*D. This Contract may not be modified in whole or in part except by mutual written agreement.*

*F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.*

The District has unilaterally modified and violated several CBA provisions and agreements incorporated therein.

#### Article IV. Association Rights

*F.1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present.*

The District's lack of transparency and communication not only violates the contract and the law—it has been used as a weapon to prevent CTA from protecting the educators it represents.

The District has failed to provide CTA access to material documents in a timely manner and has, on more than one occasion, **refused access to key information necessary for bargaining and to keep employees safe**, including a list of worksites with COVID-19 positive cases and the procedures used to sanitize said worksites and safeguard employees.

*K.1 Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B.*

The District's unilateral change of the calendar, that had been established pursuant to the CBA, not only violates the parties' agreement—it constitutes an unfair labor practice. The School Board has a duty to bargain over adoption of school calendars containing teacher workdays.

The District did not discuss or negotiate the change to pre-planning days, first pay date, or any other calendar changes. Indeed, the Union first found out about the District's contract violations and unfair labor practice through the media and through messages from hundreds of concerned educators across the county—once a decision had already been made. Absent written agreement by the parties, the District is legally required to maintain the previously approved calendar. **Educators cannot be left wondering how they will support their families.**

#### Article VI. Working Conditions

*K. The Board agrees to maintain safe and healthful working conditions, including the provision of safety equipment. The District shall investigate complaints of harmful indoor air quality and take measures to reasonably accommodate employees if necessary. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention.*

By forcing the reopening of all brick and mortar schools amid a resurgence of COVID-19 cases

the District is failing to maintain “safe and healthful working conditions,” as required by the CBA, Florida law, and moral obligation. Health authorities, including the CDC, caution that **physically reopening schools with the current community spread of COVID-19 in Orange County is unsafe and creates the highest risk—people will die.**

The District’s lack of sound safety protocols, refusal to follow CDC guidelines, and failure to provide necessary training and make the adequate provision of safety equipment as employees returned to their worksite over the summer underscores its **reckless disregard for the health of students and educators and the dangers they will face if schools are physically open in August.** The District has not developed any plan to correct these unsafe conditions.

### **Memorandum of Understanding**

The District violated the parties’ attached MOU, dated June 11, 2020, by changing the first day of pre-planning for the 2020-2021 School Year from July 31<sup>st</sup> to August 13<sup>th</sup>.

### **Remedy**

1. Maintain brick and mortar schools closed until health authorities and CDC guidelines deem it is safe to open.
2. Begin the 2020-2021 school year with online instruction for all students, and ensure adequate provision of resources so that all educators may properly and professionally provide instruction.
3. Develop and prepare comprehensive safety protocols, in compliance with CDC guidelines, for immediate implementation once it is safe to return to school buildings.
4. Prior to the start of student instruction, provide all employees with meaningful training on safety protocols and the delivery of online instruction.
5. Honor the calendar approved on June 7, 2020.
6. Cease and desist from further contract violations.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
AND  
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding is made on this 14<sup>th</sup> day of June 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

**PURPOSE:**

The purpose of this Memorandum of Understanding is to clarify the expectations of the first day of pre-planning for the 2020-2021 school year.

**WHEREAS**, the CBA Article XV.B.1 states:

"Six (6) days of pre-planning prior to the first student attendance day, one of which will be a voluntary Staff Development Day, and two days of post-planning following the last student attendance day."

**WHEREAS**, the School Board approved the additional pre-planning day to be on July 31<sup>st</sup>.

**NOW, THEREFORE**, it is agreed as follows:

1. The parties agree that Instructional Personnel will be allowed to select from the following options for the July 31, 2020 preplanning day:
  - Work in their classrooms;
  - Work from home;
  - Take a personal or sick day; or
  - Take Leave Without Pay
2. Teachers who opt to work from home will notify their administrator of that choice, and will provide their administrator with a brief summary of work completion.
3. This agreement shall not waive the Union's right to invoke the protection of these Articles for any other school year.

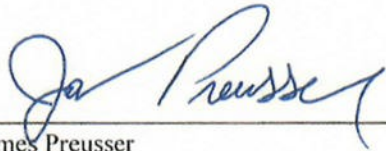
**ACKNOWLEDGEMENT, SIGNATURES AND DATES:**

The MOU shall expire on July 31, 2020. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This MOU does not establish a precedent beyond the time period set forth herein.

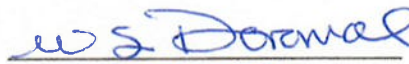
Dated this 11th day of June 2020

For School Board of Orange County, Florida



James Preusser  
Senior Executive Director, Human Resources

For Orange County Classroom  
Teachers Association



Wendy L. Doromal  
President