

Tony Conners

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May 29, 2020

VIA FACSIMILE (956) 728-8680
AND EMAIL rsantos@uisd.net and rveliz@uisd.net

Board of Trustees
c/o Ramiro Veliz III, Board President
and Roberto J. Santos, Superintendent
United Independent School District
201 Lindenwood Drive
Laredo, TX 78045

***Re: Grievance of Alberta Canela, Edna Olmeda, Irma Zavala, and
similarly-situated United Independent School District educators***

Dear School Board:

I represent through the **Texas State Teachers Association** the above-referenced educators regarding their legitimate and serious concerns about action items concerning educator contracts and conditions approved at the May 13, 2020 board meeting. On their behalf, I am providing their grievance pursuant to board policies, DGBA (Legal/Local), to seek review and reconsideration of these approved actions on May 13, 2020. If additional information is needed to process this grievance, please contact me immediately. Otherwise, please have the district's counsel contact me to schedule the consideration of this grievance in accordance with board policy and the law.

As the attorney for the grievants and pursuant to the *Texas Public Information Act*, I request the following information from you as representatives of United ISD.

1. A copy of the agenda for the May 13, 2020 board meeting.
2. A copy of the board packet for the May 13, 2020 board meeting.
3. A copy of the audio/video recording of the May 13, 2020 board meeting.
4. A copy of all documents and information submitted to and/or exchanged with the members of United ISD School Board by United ISD's administration regarding

“approval of employment contracts, addendums, letters of assurance for the 2020-2021 school year/work year” agenda items for the May 13, 2020 board meeting.

5. A copy of any laws, regulations, policies, procedures, and/or guidelines addressing:
 - a. Employee grievances;
 - b. Employee contracts and/or conditions of employment for 2020-2021 school year;
 - c. Distance learning for students in 2020-2021, including provision of technology, and related services for students, parents, and/or educators;
 - d. Use of educators’ personal property and/or devices for performing duties/activities;
 - e. Record keeping and public scrutiny of information relating to school business on any employee’s private or personal property;
 - f. Covering lost, stolen, or broken school property, through insurance and other means; and
 - g. Imposing legal liability on school personnel for lost, stolen, or broken school property.
6. A copy of the contracts in effect for the grievants, Alberta Canela, Edna Olmeda, and Irma Zavala in effect for this and next school year.
7. A copy of the last three appraisals of the grievants, Alberta Canela, Edna Olmeda, and Irma Zavala.
8. A copy of the job descriptions of the grievants, Alberta Canela, Edna Olmeda, and Irma Zavala, for last school year, this school year, and projected for next school year.
9. Any plan and process projected for use for the 2020-2021 school year to provide instruction through “distance learning” or outside of traditional classroom instruction, including expectations of educators and provision of services/equipment to educators.

10. A copy of documentation showing stipends and/or provisions of technological services to superintendent and/or school board members, including provision of laptops, I-pad, cell phone, internet, and other technology devices/services.
11. Any correspondence (including emails) exchanged between third person, such as parents, educators, teacher associations, attorneys, and others about the expectations of educators in providing instruction through distance learning or outside of traditional classroom instruction for the upcoming 2020-2021 school year.
12. FERPA and TPIA requirements for educational records and information that are found or used in educators' personal devices, including cell phones, tablets, and computers.
13. Any documents (including emails) reflecting and/or relating to directions and/or guidance provided by U. S. Department of Education, the U.S. President, Governor, and/or TEA about providing instruction and the role of educators' during the COVID-19 pandemic.
14. Any law, regulation, and other authority that United ISD (including the superintendent and/or school board) relies on to support the contract provisions that certified/professional educators may be reassigned outside of their professional capacity during school or district closings in light of pandemic, disaster, and other calamities.
15. Any law, regulation, and other authority that United ISD (including the superintendent and/or school board) relies on to support the contract provisions that educators shall be required to use personal equipment, including cell phones, computers, and internet services when working from home during school or district closure due to government, board order, or emergency.
16. Any law, regulation, and other authority that United ISD (including the superintendent and/or school board) relies on to support the contract provisions that educators shall be responsible for loss, stolen, or broken school property, including through deductions from paychecks.

As you know, the *Texas Public Information Act* requires that you act promptly (i.e., generally within ten (10) days). Also, please be advised that the above requests seek any responsive audio/video recordings and/or e-mails. Alberta Canela, Edna Olmeda, and Irma Zavala have special access to information about them. *See* Tex. Gov. Code §552.023. I will pay the appropriate costs for responding to the above requests.

Board of Trustees
c/o Ramiro Veliz III, Board President
and Roberto J. Santos, Superintendent
United Independent School District
May 29, 2020
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Your prompt attention to this matter is greatly appreciated. We look forward to hearing from you.

Sincerely,



Tony Connors

TC/rw

Enclosure

cc: Rene De La Vina (via email rdlv1@hotmail.com)
Ernest Davila (via email ErnestD@tsta.org)
Russell Ramirez (via email RussellR@tsta.org)
Clients (via email)



Date Received

UNITED INDEPENDENT SCHOOL DISTRICT

Exhibit A EMPLOYEE COMPLAINT/GRIEVANCE

DGBA (LEGAL) & (LOCAL)

Level One

Notice of Complaint/Grievance to Administrator

Any employee filing a complaint must fill out this form completely and submit it by hand delivery, fax, e-mail or U.S. mail to his or her principal or department administrator within the time established in DGBA (Local). A complaint filed via e-mail must be copied to the Director of Employee Relations. All complaints will be processed in accordance with DGBA (Legal) and (Local) or any exceptions outlined therein.

Grievant's information (All information is required) PLEASE PRINT

Name Alberta Canela, Edna Olmeda, Irma Zavala		Employee ID On file
Address c/o attorney 3112 Windsor Rd, Ste. A, #315	City/State Austin, TX 78703	E-mail tony@tonyconnerslaw.com
Phone (512) 626-7469	Position/Assignment Certified Teachers	Campus/Department LBVMS/Zaffirini Elementary/Finley Elementary

If you will be represented in voicing your appeal, please identify the person representing you.

<input checked="" type="checkbox"/> Legal Counsel Representative	Name/Organization Tony Connors, Attorney at Law
Address 3112 Windsor Rd, Ste A, #315	City/State Austin, TX 78703
Phone (512) 626-7469	E-mail tony@tonyconnerslaw.com

1. Please describe the decision or circumstances causing your complaint (give specific details, continue on reverse side if necessary).

See "A"

2. What was the date of the decision or circumstance causing your complaint?

Continuing with operative event on May 13, 2020 associated with the board actions at issue.

3. Please explain in detail the following:

a. How you have been harmed by this decision or circumstance:

See "B"

b. The District policy violated, misinterpreted, or misapplied:

Tex. Const. Art. I, Sec. 17, Tex. Educ. Code Sec. 38.027, Tex. Gov. Code Chapter 552, and 20 U.S.C. Sec. 1232.6/34 CFR Part 99, and 19 TAC 247.2/DH(Exhibit)

4. What efforts have you made to resolve your complaint informally and the response to your efforts?
TSTA general counsel and other TSTA representatives have conferred with United ISD leadership about concerns for members about the adverse consequences resulting from the May 13th board actions at issue.
5. With whom did you communicate? Superintendent, board members, and district counsel.
6. On what date? May 2020
7. Please describe the outcome or remedy you seek for this complaint.
See "C"
8. If you are making complaints or charges against any specific individuals, please identify each of those individuals by name and title:
See "D"
9. Are you alleging a violation of the Texas Whistleblower Act?
 Yes _____ No X
10. Are you alleging a violation of law? If so, please identify below:
See "E"
11. Are you alleging that your supervisor either violated the law in the workplace or has unlawfully harassed you?
 Yes _____ No X

Complainant, please note:

A complaint form that is incomplete in any material may be dismissed, but may be re-filed with all the required information if the re-filing is within the designated time for filing a complaint. Attach to this form any documents you believe will support the complaint, if unavailable when you submit this form they may be presented no later than the Level One Conference. Please keep a copy of the completed form and any supporting documentation for your records. Please be advised that you will not be allowed to present any new evidence at future appeal hearing, unless such evidence is presented at the Level One conference. You will have fifteen (15) minutes to present your grievance.

<u>/c/Alberta Canela</u>	<u>Alberta Canela</u>	<u>May 29, 2020</u>
<u>/c/Edna Olmeda</u>	<u>Edna Olmeda</u>	<u>May 29, 2020</u>
<u>/c/Irma Zavala</u>	<u>Irma Zavala</u>	<u>May 29, 2020</u>
Employee Signature	Print Name	Date of Filing
<u>/s/Tony Conners, Attorney</u>	<u>Tony Conners</u>	<u>May 29, 2020</u>
Signature of Employee's representative	Print Name	Date
_____	_____	_____
Superintendent's signature/Designee	Print Name	Date Received

UNITED ISD LEVEL I GRIEVANCE - continued

A. Description of the decision or circumstances causing the complaint:

Our grievance centers around the abuse of power resulting from the board's May 13, 2020 actions to require educator contracts for next school year to permit the illegal reassignment of educators outside of their professional capacity, personal liability for lost, stolen, or broken school property, and require the taking of personal property during a pandemic or other similar events triggering closures of schools. Although we have signed the contracts for next school year, we do not agree with these provisions because they are illegal, unethical, unfair, and overly burdensome. To address these concerns, we invoke the local grievance in order to seek further review and reconsideration of these May 13, 2020 board actions and its consequences, including the new provisions at issue in our contracts for next school year.

At the first grievance conference, we will provide additional information about the concerns underlying our grievance, including based on the TPIA responses and from further investigation.

B. Harm caused by decision or circumstance:

(a) We are being harmed because our legal rights to work in our professional capacities are being threatened, and we are facing financial hardships, other undue burdens, and increased scrutiny, as well as invasion of personal privacy by the requirements of personal liability for lost, stolen, or broken school property, and having to use personal property to provide instruction and related duties during school closures.

Additional information will be provided at the first grievance presentation based on TPIA responses and from further investigation.

C. Remedy sought:

By our grievance, we seek:

- a. Withdrawal of the May 13, 2020 actions at issue and the resulting contract provisions and other related conditions of employment;
- b. Other appropriate, alternative actions to address legitimate concerns associated with providing instruction during a pandemic or similar occurrence;
- c. Other appropriate corrective actions to effectively address our concerns and objections to continue as effective educators trying to serve the best interests of students consistent with the law, reason, and fairness;

- d. Provision of necessary and appropriate insurance, equipment, services, and resources (or an appropriate stipend to cover costs) for providing instruction and performing related duties during a pandemic or similar occurrence;
- e. Written assurance that the issues raised in this grievance will be effectively addressed;
- f. Written assurance that we will not be subject to retaliation for bringing and maintaining this grievance; and
- g. Any other appropriate relief.

D. No specific complaints:

By our grievance, we are not making complaints or charges against specific individuals. Instead, we are grieving specific board actions and their consequences (including contract provisions for next school year). Additional information will be provided at the first grievance presentation, including based on information derived from TPIA responses and from further investigations.

E. Alleged legal violations:

Yes, the board actions and consequences at issue violate the Texas Constitution, U.S. Constitution, Family Education Rights Privacy Act, Texas Public Information Act, Texas Education Code, and Texas Educators' Code of Ethics.