

MINUTES

CTA CBLT

Via Teleconference

April 21, 2020

In Attendance

LeighAnn Blackmore	District	James Preusser	District	Maribel Rigsby	CTA
Wendy Doromal	CTA				

Additional Attendees/Guests

Dia Falco	CTA	Lucia Piva	CTA	Maria Vazquez	District
John Palmerini	District	Mark Richard	CTA		

Minutes

Jim Preusser	We are all here. Wendy, I will turn it over to you guys.
Wendy Doromal	We are not waiving any rights but want to impact bargain the conditions of distance learning.
Jim Preusser	Our position is the proposal we gave to you on April 9. Our position is the same, we can agree to what we sent to you, with the exception of #15. For us it would be counter intuitive for us to sign the agreement and you turn around and file a ULP.
Mark Richard	We think there is more than one item in dispute so the MOU will not work. We need to talk about the impacts. So you instituted distance learning and bargaining has to be advertised saying which meetings are bargaining and which are not. Today is impact bargaining over distance learning and to discuss the impact on the teachers. We have eight areas and need to at least get to an agreement. We do not agree with the minutes. By entering in this impact bargaining, we are not waiving our rights. We are getting bombarded with questions; people are stressed. They keep asking questions about grading and attendance. We need to see if we can get to any kind of resolution.
Jim Preusser	Let me ask a question. I think we were very close, I believe we are close. The last sticking point was #15. Time keeping is an example, there were no strikethroughs. Lesson planning, schedule assignment, nothing was struck through. We were close on PLCs? Are you are going to give us a brand new proposal?

Wendy Doromal	<p>We were not close and since the policy was imposed, we are not in agreement. Teachers do not know what to do, what is going on. (Read email from teacher regarding attendance.) Attendance of students was never communicated to us. Progress reports are coming out, teachers have concerns. (Read email on progress report.) There are so many questions and so much is not working like attendance and grading. We now have to submit a google form on students getting Fs. It is worse than before we started. Since April 9 this has become a huge mess for us and we don't know how to answer. Give a grade for someone you've never seen?</p>
Maria Vazquez	<p>First teachers have ten days to enter attendance not three. Secondly, we have communicated that if a teacher cannot connect with the student they are to email and the administrator will begin the process to contact the child. We have increased the number of individuals to assist with the calling. We are in the process of working with truancy officers to help. We are enlisting social workers and other teachers in resource positions to help. Principals are attempting to reach out. Grading and planning, teachers have full autonomy on how to grade and plan. You have been adamant in that area. Certainly we have complied with those requests. We are trying to make it manageable. We are communicating to the principal that teachers do not have to give as much work as they do face-to face, and when we come back we are going to have to help those students. We certainly are not putting any type of constraint. If they cannot reach a child to send it to their administrator. Just as you are getting emails so are we and so are Board Members. Parents say the amount of work that teachers are giving students is intimidating. However, teachers are doing an outstanding job. Over and above. Again, if teachers cannot reach a child, send the information to the administrator. If teachers need assistance, reach out to administration.</p>
Wendy Doromal	<p>So, this is exactly why we wanted said. We want one lesson per week. Teachers are saying they should have a minimum. We are hearing that parents have way too much work. You have so many live lessons a week. We say to teachers that they don't have to do live lessons. No direction given on how to grade packets. This is why there is confusion. There is no communication from the District to teachers and the principal. It is all over the place. Principals are sending emails because they are directed on how to do attendance. I can send a blanket email to teachers that if you haven't heard from students to send the information to your administrator.</p>
Mark Richards	<p>To that point, we wanted to go over the issues. I think LeighAnn has cleared up one issue.</p>
Jim Preusser	<p>Dr. Vazquez? Comment further?</p>

Maria Vazquez	I do not want it perceived that we are dictating to teachers on attendance, number of assignments and grading. Wendy, you know these things are perceived to be dictated and quite frankly we are not hearing that. I have been accused of mandating when I have not been doing so. I have been in a constant communication battle that things are seen to be dictated by the District. When we are talking to parents, they say the biggest concern is that they can't communicate with teachers. CTA putting out a blanket statement is a concern. You are suggesting that we put out how to grade and how to take attendance. We have several AP teachers concerned because they continue to hear they do not have to give the same amount of work. The students still have to take the AP tests and to limit the number of lessons will affect how much money the teachers can receive from the testing. That is one example of why we maintain teacher autonomy on attendance and grading. If principals are requiring teachers to do a certain amount of assignments and grades I need to know. I will take care of it. We have to support teachers' judgement on lessons and support them.
Wendy Doromal	You do not think it is a valid that teachers do not know how to use the packets?
Maria Vazquez	The packets are not even required. I have communicated that they can use some, none or all of the packets. A teacher doesn't have to use a packet. Schools are printing the packets. If they did not receive a packet or have not heard from the students they need to contact their principal.
Wendy Doromal	Can you send me the communication on packets?
Maria Vazquez	It is in the continuity plan.
Wendy Doromal	Can you send me a sample packet?
Maria Vazquez	I will send you a sample packet of what we are mailing out.
Wendy Doromal	If you are saying they are free to do attendance and grading then why are you so reluctant about holding them harmless. This month is usually a testing month, it's not like giving out work. AP and other honor courses are exceptions. There is very little guidance on how to do distance learning. Teachers were only given Spring Break and the week after to train. Teachers are very confused on they will be held accountable. There is no guidance about progress reports and grading.
Maria Vazquez	We have not said "Teachers do not take attendance". I said we are giving them ten days. During the school year, teachers have their own way to make assignments and grades. We don't dictate. Sometimes, teachers on the same grade level give different assignments and grade differently.

Wendy Doromal	We have told them that they can call the administrator, if they can't contact the students. They are using their own resources to use the internet and contact students. Some teachers are saying they are calling the parents and each parent is talking to them for 10 or 20 minutes. We need to impact bargain.
Jim Preusser	There is something in the first MOU about equipment. Are they having issues with WiFi? If they have issues with equipment they need to contact their principal.
Wendy Doromal	I think what we are going to say to teachers is that if you made a good faith effort, send a list of students who you have not been able to connect with. Jim we did not sign that first MOU. Are you talking about March 18?
Jim Preusser	Yes.
Wendy Doromal	Oh, ok. We have told them to contact the principal and the principals are saying to them to contact students.
Jim Preusser	I was referencing the equipment.
Wendy Doromal	Then what are you saying, what do you want to do about it?
Jim Preusser	I am asking a general statement, go ahead, Dr. Vazquez.
Maria Vazquez	If you want to send out to teachers that if they have made an attempt to contact students/family they can do so through Canvas, they don't have to use their own phones. We don't expect teachers to try for ten times. For example, if they have tried three times in a week and there is no response, that should be sent to admin immediately. So, we certainly appreciate any help to make that that message go out. I have seen the list of students who have not responded to teacher requests. We are getting more devices out to 4 th and 5 th graders. I will have to check, I thought we had a list of providers giving reduced or free internet and if they need a hot spot we have those and giving them out.
Wendy Doromal	They are still using their own equipment. Can you give me the number of students that have not been reached.
Maria Vazquez	I don't have that number. I have not asked that from everyone. We have not collected that information. I do know for Title I schools, there is an average of 3 students per class that have not been reached. I'm not trying to create additional work for administrators and teachers. If I asked area superintendents they will ask principal, then will ask teachers and will cause more work.
Wendy Doromal	I want to know the numbers. We want to make sure we know where we are.
Jim Preusser	Wendy, it may be helpful to please put your request in writing.
Wendy Doromal	Don't you transcribe and the minutes show the requests?

Jim Preusser	Anything new I would ask that you put it in writing.
Wendy Doromal	Maribel, put it on the action item list. Can you weigh in on attendance and grades?
Jim Preusser	I need it in writing.
Maribel Rigsby	Grades, teachers are confused on what to do on Progress Reports for students they have not been able to reach or have not got the packets back. How can they provide input when the packets have not been completed?
Maria Vazquez	Certainly I can put something out about students not reached or if teachers have not received the completed packets. I have to actually see what it would look like in Skyward, if the grade is left blank or if we use an I for incomplete. I can research that today and would send it out to area superintendents tomorrow morning so they can push it out to their teachers in time for progress reports.
Mark Richard	Do you want me to go through? The exchange you and Wendy had was so helpful. In keeping with what you said. Do you want me to go through all eight? Go one at a time or give you the list?
Jim Preusser	Just tell us what they are and we can reserve comments for the end.
Mark Richard	We are not waiving any of our rights. We are further apart than you think. Attendance: We want the language without any modifications that teachers are held harmless. Teachers are not ultimately held responsible for attendance. We want to be held harmless and that the guidance for attendance would be student completion of work. Teachers are only responsible for assignments submitted between 8-4pm. The midnight work is getting old. Teachers need to go to bed. They already have lots of stress and phone calls late from family.
Jim Preusser	The proposal we proposed on the 9 th . Our position is that teachers are responsible for attendance.
Mark Richard	Teachers cannot be the primary responsibility. Data will be woefully incomplete. What do we take attendance on – voices on a conference call? We do not mind keeping records of work produced. Beyond that, attendance is impossible.
Jim Preusser	So are you going to give us a proposal? Teachers not taking attendance is a nonstarter.
Mark Richard	When you add on, you shall take attendance how, when, where. Dade is rocking and rolling through it. We are not escaping anything. We want the primary responsibility to be on the District and the student work to guide attendance. We want to know that we are working toward the same goal.
Jim Preusser	Are you giving a proposal on that? This is a non-starter for us.
Mark Richard	We are in impact bargaining. We will go to impasse if we can't reach an agreement. We don't want to do that. Since the District receives funding for students from the state, the District should be responsible. We don't want teachers to say "Johnny was there" when he is out somewhere else. Discipline is a worry.

Maria Vazquez	To clarify the example you just gave, teachers submit a weekly list to principals of the students they could not contact, the principals say who is absent. We are working with Skyward to see if attendance could be taken by the log in.
Wendy Doromal	Does every student have Canvas?
Maria Vazquez	No and not every course is on Canvas.
Wendy Doromal	The District doesn't have a way to track every student?
Maria Vazquez	Only through Skyward. It's like SMS. If all students had a device and internet then all students would have Canvas courses.
Wendy Doromal	I read an announcement from FLDOE that they are switching around funds to get devices to every student. Are you doing that?
Maria Vazquez	Yes, we are working on that. However, FLDOE orders are not in effect until after June 30.
Wendy Doromal	Our teachers have already been making a good faith effort. So for four weeks they have been trying to get in contact with parents and students. They have been instructed by CTA to get the list to principals and if they do not hear from the principal in 48 hours after that, that's it. Mark them how you can and keep sending the same list to the principals. And to keep sending the same kids to principals if they don't respond.
Mark Richard	Grading: This is a primary impact position. Teachers will be held harmless to the grading process. We do not want to write language, a lot has happened since April 9 th . We can't explain good faith because teachers work that way. Teachers have discretion on grading. Is that a pass/fail or just letter grading?
Maria Vazquez	I sent an email requesting what we have to Skyward and to see if we can have a grade other than a F.
John Palmerini	The good faith was for attendance not grading.
Mark Richard	I know, but we want harmless on attendance and grading. We do not want teachers to think it leads to discipline or evaluation or affects the relationship they have with their principal. One last thing, different teachers have different views whether they should get an F or an I. Will it be an I or an F if the student is never there? Is that up to each teacher? What if the quality of work is so diminished but the student tried, do teachers pass the student? You made it clear that it is up to the teacher.
Wendy Doromal	I want to say something about grades, I do not think it is ok to give an F. If students are given an I it shows compassion. To give an F because the student can't reach their teacher doesn't seem right.

Maria Vazquez	Agree, that is so true.
Mark Richard	Will we have a cascading effect on students going to college? How many kids are going to come back in August? Scheduling: Teachers should have professional discretion to assign work. Capstone projects are acceptable.
Jim Preusser	We will need to see everything in writing. When you give us your proposal, take the document from the 9 th and make the changes so we can follow along.
Mark Richard	We have a fork in the road. Not sure what you call April 9 th . You all went ahead and put a certain number of directives out. If the MOU failed, we are now basically looking at impact bargaining.
Jim Preusser	I made the discussion last week, that this is impact bargaining. We were putting things back and forth for 9 hours.
Mark Richard	We need to impact bargain and get this resolved. Whatever you want to call this, we are just saying the next step is to get an agreement, if not we will have to go to impasse. We don't want that. We cannot go to our teachers next week with nothing.
Jim Preusser	I understand what you are saying. What I am saying for the record, what we did last week was impact bargaining. If you are going to give us something, please utilize that document so we know what your position is.
Mark Richard	Non-starters are impasse.
Jim Preusser	I need to see what your language is first.
Mark Richard	Scheduling: we agree it is teachers discretion. PLCs: Strictly voluntary, peers should not guide peers. If they are well designed, people will do it. Hold harmless and no discipline if teachers don't attend. Faculty Meetings: Faculty meetings held through email. 40 minute limit. No discipline if unable to attend. Limited once a month and 5 day notice. Timekeeping: Do not want teachers to be required to make a time log. Be held harmless. Teachers are trying their best, don't want a hammer hanging over their heads. Flexibility in when teachers schedule the 3 hours per day. Supplements: A lot of teachers' out-of-pocket expenses have gone up because of data usage, cell phone usage and data usage. Some prefer separate phone lines for teaching and personal use. We will give you an amount of the supplement in writing. We didn't know if you did any research on what this would be. Video recording: No video recording. Teachers to be held totally harmless with implications that happen with videos in digital platforms. Cannot be used for evaluation or discipline. Teachers must give consent to use video.
Jim Preusser	We need to caucus and look forward to getting that in writing.

Mark Richard	Do you want to re-dial at 10:30?
Jim Preusser	Will dial in at 10:30.
CAUCUS	
Mark Richard	Can we proceed? Thank you for the caucus. Without waiving any rights we are going to submit something in writing. As a side note, we want to get a date for mental health impact bargaining. We are confused about noticing. We didn't see anything about this meeting on Friday, but did see something today. We are not sure how you are describing things. There is a discrepancy on how you are advertising this.
Mark Richard	Time is ticking and when you see it, the proposal, take it in the light that they really want to do their best and hold them harmless. It is not useful to keep this going when teachers need real time information. We will get this to you today. We would really rather know what your final position is so we can get it done or not.
Jim Preusser	Do you want to confirm another date to meet?
Mark Richard	Can't we just get it done?
Jim Preusser	But what if we have questions?
Mark Richard	You can call us anytime.
Wendy Doromal	Jim, I am sorry that you and I are not having labor management meetings anymore.
Jim Preusser	I am happy to continue to meet with you in labor management meetings.
Wendy Doromal	There is a perception that this is not real bargaining. Impact bargaining is real bargaining.
Jim Preusser	I am not confused, I can set up a time Thursday so we can absorb this.
Wendy Doromal	We can't wait until Thursday.
Jim Preusser	Ok, I have to see it first.
Mark Richard	We will send it over. It's nothing you have not seen before. We need to get this done.
Maria Vazquez	I have an update for you on the request of grading. There is not a way for teachers to put in an I at this time. It can be done by the principal so the teacher can submit the names to the principal. I have asked Skyward what happens if the teacher just leaves it blank and have not received an answer yet. We understand the teacher can't give grades if they have not communicated with the child. I hope to have something by the end of the day and we can communicate and give instruction on what to do.
Wendy Doromal	That's great, thank you.

Mark Richard	We will get something back to you as soon as we can. Stay safe everyone.
<p style="text-align: center;">CAUCUS</p> <p style="text-align: center;">CTA proposal sent over at 1:20. See Appendix A.</p> <p style="text-align: center;">District Counter Proposal #1, See Appendix B.</p>	
Jim Preusser	<p>We sent you the document and we are going to walk you through it. What we changed is highlighted in yellow.</p> <p>Under 1A: we believe in b and c you have captured most of what we think would be in the attendance protocol. We changed d because we wanted to make sure that when you follow a, b and c in that this outlines what teachers would have to do in order for the good faith effort to hold the teacher harmless. I do appreciate the movement of withdrawing the grievance.</p> <p>#2: Depending on the grade level the work could be more or less...it depends upon what is needed. The District may deliver it in many ways, by mail, by email, by UPS etc. Under e we used the same verbiage as is in A.</p> <p>#3: I think we are saying a lot of the same things. We used the same veribage as we discussed before.</p> <p>#4: Under time keeping teachers will inform if sick or absent and report in the Employee Self Service portal.</p>
Wendy Doromal	We do not know what ESS is.
LeighAnn Blackmore	That is Employee Self Service.
Wendy Doromal	Needs to be spelled out so every teacher understands.
LeighAnn Blackmore	We will spell it out.
Jim Preusser	<p>No changes to 5, 6 or 7.</p> <p>#8: Added the word "feasible" to help those parties because they may not be able to achieve as written.</p> <p>No issues 9 or 10</p> <p>#11: Did the same, added the word "feasible".</p> <p>#12: Can't agree with 12. We do not have any money to be doing this. Every time we do something with a supplement it dips into the bottom line.</p> <p>At the very bottom, we see this as an addendum to the March 18 MOU.</p>

Mark Richard	We withdrew the waiver language but not our position. The most important one is we really have a hard time with 1a. It causes confusion that drives everyone crazy, if you can leave the "herein". We cannot use the "District" because we do not know what we are agreeing to. We need the language to go back to "herein". We will accept everything in 2 we are concerned with d.
Wendy Doromal	How are teachers going to get the packages? Can it be spelled out?
Maria Vazquez	It is not that we do not want to, we have a shortage of employees. We are limited by the number of staff who can scan. Concerning the issue of mailing, some schools are trying to do that it is just that it is labor intensive. It is not a matter of not wanting it, it is a matter of man power. We are struggling to get enough people to feed the kids.
Wendy Doromal	Just don't want teachers to think they never got the packet. What if the parent says the student did the packet, so why was it not graded?
Maria Vazquez	I know what you mean. We may have more flexibility coming May 1 or when the order expires. We will have classified staff and resource teachers grade it and send grade info to the teachers so they would not have to be bothered by that additional task.
Wendy Doromal	Who is at the school from 9-2?
Maria Vazquez	If a school is not a grab and go you have principal and assistant principals there. In some instances there may be only one administrator. The other person may be over 65 or have an immune issue. At the grab and go one administrator is assisting with meals.
Wendy Doromal	Ok I get it.
Mark Richard	So again, not in love with the language but 2e will work. 3a: We need to make sure it is either a PLC and team meeting or faculty meeting may occur once per week virtually for no more than 50 minutes. 4: Spell out ESS. Accept everything up to #12 #12: I know things are tight, but we do have one of the biggest fund balances in the state. Teachers are actually spending more money. Many of our people are broadband and cell phone and are really out-of-pocket so this would send a message. It would be much appreciated. It's a one time basis, expires with the MOU.
Wendy Doromal	Doesn't the District save money because there are no busses. And not having schools open. This is not a significant amount. We are dropping the attendance grievance. Teachers are setting up offices buying whiteboards, I know you didn't tell them to do that. This is not unreasonable.
Mark Richard	If you can do 1a, 3a and 12 we will have a great announcement.

Jim Preusser	We need to caucus.
Wendy Doromal	We tried to put everything in what the District wanted to say we wanted it in this document, in order to use the word “herein”.
Maria Vazquez	I understand but I’m going to be transparent. My concern is that when we agree, CTA will put something out that teachers do not have to follow this. I understand you are trying to get clarity.
Wendy Doromal	No, we would not do that.
Maria Vazquez	I hear you, I appreciate what you are saying.
Mark Richard	We will partner with you on this.
Wendy Doromal	We are afraid that if it says District, a principal could change it.
Jim Preusser	Anyone else have a question? We need to caucus. I will text you when we are ready to come back.
<p style="text-align: center;">CAUCUS (From 3:22 PM to 4:02 PM)</p> <p style="text-align: center;">2nd District Counter Proposal. See Appendix C.</p>	
Jim Preusser	<p>So Mark and Wendy do you have the document? Let me walk you through it.</p> <p>#1: We went back to “herein”, we heard what you said. We added under c “until contact info is updated and provided to the teacher.” Then they do start taking attendance again because the information is provided to them.</p>
Wendy Doromal	That makes sense.
Jim Preusser	#3: Because of the way you described it with the commas, we thought it was not clear enough. The second sentence we feel explains it clearly -- only one meeting like this per week. Bifurcate it out.
Wendy Doromal	So if you see the part you crossed out above? You do not want that language in there? You just want them to communicate if they can’t attend. You do not need that explanation?
Jim Preusser	I did not believe we needed to get to that level of detail. It would be a private conversation between the principal and the teacher.
Wendy Doromal	So, the teacher would just have to say they cannot attend the meeting. If they have a meeting and can’t attend I am hoping they can get the meeting information by email.
Jim Preusser	That is coved under c. Relevant information must be sent to the teacher.

Wendy Doromal	I just want to be clear, it says they can ask but the principal doesn't have to give it to them?
Jim Preusser	The spirit and intent is that if the teacher requests, they will get it.
Maria Vazquez	They will get the information from a team leader or principal. I will make sure that it is clear with our principals. Teachers are professionals, we don't need to get into this level of detail here.
Jim Preusser	#4: We spelled out ESS.
LeighAnn Blackmore	There is a management directive that speaks to this as well.
Jim Preusser	We cannot agree to the \$100.00 supplement. I know they are working hard, however, the situation with the budget and the state we do not have the \$1.5M to do it. Last year's bargaining, we took a lot of money out of the fund balance. We can't agree to this.
Wendy Doromal	Can we caucus and call back in in 5 minutes?
Mark Richard	4:20 is perfect
CAUCUS (From 4:15 PM to 4:26 PM)	
Mark Richard	So we had one word smithing issue. In 3a where it says PLC team meeting. Our proposal is "Either a PLC/team meeting or a faculty meeting may occur once a week.
LeighAnn Blackmore	If you do that, do you delete the next sentence? It is redundant now.
Mark Richard	We would not mind the redundancy. Is this ok now? Ready to take out the redlining and sign this?
Jim Preusser	We have a deal. I'll send it to you in a PDF with my signature
LeighAnn Blackmore	Do you want me to finalize?
Mark Richard	You are going to take out the track changes so it will be clean?
Wendy Doromal	We should send a joint notice unless you want to do separate ones.
Jim Preusser	How do you want to precede?
Wendy Doromal	We could draft and give it to you to edit.
	Final agreement is Appendix D and incorporates the changes talked about in the final session.

See signed MOU at Appendix D.

Appendix A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY PUBLIC SCHOOLS
AND
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION**

The Orange County Public Schools (District) and the Orange County Classroom Teachers Association (OCCTA) hereby enter into the following agreements related to the unprecedented novel Coronavirus (COVID-19) pandemic and the impact on members of the bargaining unit (Teachers*):

1. Student Attendance

- a. The parties recognize the importance of recording absences as well as the challenges of doing so in this unprecedented crisis. Teachers will make a good faith effort to take attendance in the manner established herein.
- b. Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will attempt to contact students and/or parents through email or the online platform of their choice (such as Canvas, Dojo, or Google Classroom). Teachers are not required to use their personal phone.
- c. If they are unable to reach a parent or student after reasonable attempts have been made, or have any other issues regarding attendance, the teacher will give a list to the principal who will address the situation and the teacher will no longer be responsible for the attendance of students' on said list(s).
- d. Teachers will be held harmless with regard to the attendance process.
- e. Upon entering into this MOU, the Union will withdraw Grievance No. C-020-013.

2. Grading and Scheduling Assignments

- a. Teachers will provide students work and grades using professional judgement. Teachers will have discretion over grading and the amount and type of work. It is recommended that teachers give no less than one assignment per week.
- b. Teachers shall not be required to provide a grade if no work has been completed by a student. Teachers will not be responsible for submitting grades for work they have not received. Due to concerns regarding in-person support, shared devices, social emotional concerns, and connectivity, teachers will use compassion and common sense in grading, and students will be permitted to make-up any missed assignments throughout the grading period.
- c. Teachers will contact their principal if a student is not engaged in the assigned lessons and assignments, as appropriate and necessary.
- d. Teachers will not be responsible for delivering or picking up student work packages of students who do not have access to laptops or the internet. The District will be responsible for delivering and receiving the completed packages.
- e. Teachers will be held harmless with regard to the grading process.

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as: "A certified employee of the bargaining unit" and covers all instructional personnel.

The Union reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

3. **Professional Learning Communities (PLCs), Team Meetings, and Faculty Meetings**
 - a. Attendance at any PLCs, team meetings, and/or faculty meetings will be at the discretion of the teacher depending on their availability to attend given, among other things, work responsibilities, scheduling, and/or personal conflicts. If a teacher is unable to attend, they may request that relevant information disseminated in the PLC, team meeting, or faculty meeting be provided to them.
 - b. Whenever possible, communications should be through email.
 - c. Teachers will not be disciplined for choosing not to attend.
4. **Time Keeping** – Teachers shall not be required to check in or out or provide any logs of their daily activities. Teachers must continue to “provide no less than three (3) hours per day during their regular work hours so they can be available for student interaction via email or an online platform,” as provided in the MOU dated March 18, 2020. Teachers may be required to provide said time during the day in which they will be available for contract hours by parents and/or students, such information can be provided to parents.
5. **Video Recording** – Given safety and privacy concerns associated with video recordings and in order to protect teachers and students, no member of the bargaining unit will be mandated to use any video recordings as part of distance learning. Any video recording shall be made voluntarily.
 - a. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the union and the employee.
 - b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District’s disciplinary plan and in accordance with State Statute.
 - c. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher.
 - d. Teachers may disable the video portion of any video platform and use only the audio portion at their discretion (unless required by an IEP and/or 504 Plan for delivery of instruction).
6. **Leave Provisions - Families First Coronavirus Response Act** The District will comply with the Family First Coronavirus Response Act and will inform all members of the bargaining unit of all District, state and federal leave provisions and provide an electronic link to all applicable leave forms.
7. **Lesson Planning** - Teachers will have autonomy in lesson planning.
 - a. Teachers will continue to prepare lessons/assignments that address course standards or benchmarks and student accommodations, using the platform of their choice.
 - b. Administrators and principals will abide by the Lesson Plan Settlement Agreement.
 - c. No principal or administrator will mandate schedules for any live lessons or direct teachers to follow specific times for any other daily tasks. The District acknowledges the unique challenges presented by distance learning and understand that teachers working from their homes may also be attending to the needs of their infants, children and other family members.

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The Union reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

8. **Instructional Personnel– ESE Specialists** In order to provide continuity in services to students with disabilities, ESE instructional personnel will continue to perform their duties remotely to support students, teachers and parents. Additional guidance will be provided by the ESE Department to ESE instructional personnel as applicable.
9. **Instructional Support - Academic Coaches** Academic Coaches will continue collaborate with their site administrators to continue to perform their duties remotely to support students, teachers and parents.
10. **Instructional Support – Other instructional Employees** All other instructional employees who are not classroom teachers will collaborate with their site administrators to continue their duties remotely to support students, teachers and parents.
11. **District Professional Development Training** will be made available online to assist educators in completion of requirements for recertification. Educators will receive one in-service point for each hour of training. Any PD made available during the life of this Agreement will be voluntary.
12. **COVID-19 Crisis Supplements:** Teachers will be provided with a one-time COVID-Crisis Supplement of \$100.00 to offset out of pocket expenses related to COVID-19 including but not limited to data overages, digital storage, broadband, home offices, etc.

This MOU shall expire on June 30, 2020 or on the date the Governor and the District order that schools be reopened for students, whichever occurs earlier. Both parties agree to revisit the MOU for Summer School and the 2020-2021 school year, if needed, based upon Center for Disease Control and Prevention updates. Similarly, in the unlikely event that the Florida Department of Education imposes additional mandates, the parties agree to revisit the MOU. All other provisions of the collective bargaining agreement remain in full effect.

Dated this _____ of _____ 2020

For Orange County Public Schools
Association

For Orange County Classroom Teachers

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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Appendix B

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

The School Board of Orange County, Florida Public Schools (District) and the Orange County Classroom Teachers Association (OCCTA) hereby enter into the following agreements related to the unprecedented novel Coronavirus (COVID-19) pandemic and the impact on members of the bargaining unit (Teachers*):

1. Student Attendance

- a. The parties recognize the importance of recording absences as well as the challenges of doing so in this unprecedented crisis. Teachers will make a good faith effort to take attendance in the manner established ~~herein~~ by the District.
- b. Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will attempt to contact students and/or parents through email or the online platform of their choice (such as Canvas, Dojo, or Google Classroom). Teachers are not required to use their personal phone.
- c. If they are unable to reach a parent or student after reasonable attempts have been made, or have any other issues regarding attendance, the teacher will give a list to the principal who will address the situation and the teacher will no longer be responsible for the attendance of students' on said list(s).
- d. Teachers, who comply with 1a-c above, will be held harmless with regard to the attendance process.
- e. Upon entering into this MOU, the Union will withdraw Grievance No. C-020-013.

2. Grading and Scheduling Assignments

- a. Teachers will provide students work and grades using professional judgement. Teachers will have discretion over grading and the amount and type of work. It is recommended that teachers give no less than one assignment per week.
- b. Teachers shall not be required to provide a grade if no work has been completed by a student. Teachers will not be responsible for submitting grades for work they have not received. Due to concerns regarding in-person support, shared devices, social emotional concerns, and connectivity, teachers will use compassion and common sense in grading, and students will be permitted to make-up any missed assignments throughout the grading period.
- c. Teachers will contact their principal if a student is not engaged in the assigned lessons and assignments, as appropriate and necessary.
- d. Teachers will not be responsible for delivering or picking up student work packages of students who do not have access to laptops or the internet. The District will be responsible for delivering and receiving the completed packages.

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as: "A certified employee of the bargaining unit" and covers all instructional personnel.

- e. Teachers who comply with 2a-d above will be held harmless with regard to the grading process.

3. Professional Learning Communities (PLCs), Team Meetings, and Faculty Meetings

- a. ~~Attendance at any PLCs, team meetings, and/or faculty meetings will be at the discretion of the teacher depending on their availability to attend given, among other things, work responsibilities, scheduling, and/or personal conflicts.~~ PLCs/team meetings and/or faculty meetings may occur once per week virtually for no more than 50 minutes.. If a teacher is unable to attend, he/she must communicate with his/her administrator to notify them of their inability to attend. If a teacher is unable to attend, they may request that relevant information disseminated in the PLC, team meeting, or faculty meeting be provided to them.
- b. Whenever possible, communications should be through email.
- c. Teachers will not be disciplined for choosing not to attend.

- 4. **Time Keeping** – Teachers shall not be required to check in or out or provide any logs of their daily activities. Teachers must continue to “provide no less than three (3) hours per day during their regular work hours so they can be available for student interaction via email or an online platform,” as provided in the MOU dated March 18, 2020. Teachers may be required to provide said time during the day in which they will be available for contract hours by parents and/or students, such information can be provided to parents. Teachers will inform the District if they are sick or absent and will put in leave in ESS.

- 5. **Video Recording** – Given safety and privacy concerns associated with video recordings and in order to protect teachers and students, no member of the bargaining unit will be mandated to use any video recordings as part of distance learning. Any video recording shall be made voluntarily.

- a. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the union and the employee.
- b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District’s disciplinary plan and in accordance with State Statute.
- c. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher.
- d. Teachers may disable the video portion of any video platform and use only the audio portion at their discretion (unless required by an IEP and/or 504 Plan for delivery of instruction).

- 6. **Leave Provisions - Families First Coronavirus Response Act** The District will comply with the Family First Coronavirus Response Act and will inform all members of the bargaining unit of all District, state and federal leave provisions and provide an electronic link to all applicable leave forms.

- 7. **Lesson Planning** - Teachers will have autonomy in lesson planning.

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as: “A certified employee of the bargaining unit” and covers all instructional personnel.

- a. Teachers will continue to prepare lessons/assignments that address course standards or benchmarks and student accommodations, using the platform of their choice.
 - b. Administrators and principals will abide by the Lesson Plan Settlement Agreement.
 - c. No principal or administrator will mandate schedules for any live lessons or direct teachers to follow specific times for any other daily tasks. The District acknowledges the unique challenges presented by distance learning and understand that teachers working from their homes may also be attending to the needs of their infants, children and other family members.
8. **Instructional Personnel– ESE Specialists** In order to provide continuity in services to students with disabilities, ESE instructional personnel will continue to perform their duties remotely to support students, teachers and parents, where feasible. Additional guidance will be provided by the ESE Department to ESE instructional personnel as applicable.
 9. **Instructional Support - Academic Coaches** Academic Coaches will continue collaborate with their site administrators to continue to perform their duties remotely to support students, teachers and parents.
 10. **Instructional Support – Other instructional Employees** All other instructional employees who are not classroom teachers will collaborate with their site administrators to continue their duties remotely to support students, teachers and parents.
 11. **District Professional Development Training** will be made available online to assist educators in completion of requirements for recertification, where feasible. Educators will receive one in-service point for each hour of training. Any PD made available during the life of this Agreement will be voluntary.
 12. ~~**COVID-19 Crisis Supplements:** Teachers will be provided with a one-time COVID Crisis Supplement of \$100.00 to offset out of pocket expenses related to COVID-19 including but not limited to data overages, digital storage, broadband, home offices, etc.~~

* In the Glossary of the Collective Bargaining Agreement, “Teacher” is defined as: “A certified employee of the bargaining unit” and covers all instructional personnel.

This MOU shall expire on June 30, 2020 or on the date the Governor and the District order that schools be reopened for students, whichever occurs earlier. Both parties agree to revisit the MOU for Summer School and the 2020-2021 school year, if needed, based upon Center for Disease Control and Prevention updates. Similarly, in the unlikely event that the Florida Department of Education imposes additional mandates, the parties agree to revisit the MOU. All other provisions of the March 18, 2020, MOU and the collective bargaining agreement remain in full effect.

Dated this _____ of _____ 2020

For School Board of Orange County, Florida
Public Schools

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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Appendix C

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

The School Board of Orange County, Florida ~~Public Schools~~ (District) and the Orange County Classroom Teachers Association (OCCTA) hereby enter into the following agreements related to the unprecedented novel Coronavirus (COVID-19) pandemic and the impact on members of the bargaining unit (Teachers*):

1. Student Attendance

- a. The parties recognize the importance of recording absences as well as the challenges of doing so in this unprecedented crisis. Teachers will make a good faith effort to take attendance in the manner established herein by the District.
- b. Student completion of work will guide attendance. If a student is consistently failing to complete assignments, teachers will attempt to contact students and/or parents through email or the online platform of their choice (such as Canvas, Dojo, or Google Classroom). Teachers are not required to use their personal phone.
- c. If they are unable to reach a parent or student after reasonable attempts have been made, or have any other issues regarding attendance, the teacher will give a list to the principal who will address the situation and the teacher will no longer be responsible for the attendance of student(s)² on said list(s) until contact information is updated and provided to the teacher.
- d. Teachers, who comply with 1a-c above, will be held harmless with regard to the attendance process.
- e. Upon entering into this MOU, the Union will withdraw Grievance No. C-020-013.

2. Grading and Scheduling Assignments

- a. Teachers will provide students work and grades using professional judgement. Teachers will have discretion over grading and the amount and type of work. It is recommended that teachers give no less than one assignment per week.
- b. Teachers shall not be required to provide a grade if no work has been completed by a student. Teachers will not be responsible for submitting grades for work they have not received. Due to concerns regarding in-person support, shared devices, social emotional concerns, and connectivity, teachers will use compassion and common sense in grading, and students will be permitted to make-up any missed assignments throughout the grading period.
- c. Teachers will contact their principal if a student is not engaged in the assigned lessons and assignments, as appropriate and necessary.
- d. Teachers will not be responsible for delivering or picking up student work packages of students who do not have access to laptops or the internet. The District will be responsible for delivering and receiving the completed packages.

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- e. Teachers who comply with 2a-d above will be held harmless with regard to the grading process.

3. Professional Learning Communities (PLCs), Team Meetings, and Faculty Meetings

- a. Attendance at any PLCs, team meetings, and/or faculty meetings will be at the discretion of the teacher depending on their availability to attend given, among other things, work responsibilities, scheduling, and/or personal conflicts. PLCs/team meetings and/or faculty meetings may occur once per week virtually for no more than 50 minutes. A PLC/team meeting will not be conducted on the same week a faculty meeting has been or is scheduled to be held. If a teacher is unable to attend, he/she must communicate with his/her administrator to notify them of their inability to attend. If a teacher is unable to attend, they may request that relevant information disseminated in the PLC, team meeting, or faculty meeting be provided to them.
- b. Whenever possible, communications should be through email.
- c. Teachers will not be disciplined for choosing not to attend.

- 4. **Time Keeping** – Teachers shall not be required to check in or out or provide any logs of their daily activities. Teachers must continue to “provide no less than three (3) hours per day during their regular work hours so they can be available for student interaction via email or an online platform,” as provided in the MOU dated March 18, 2020. Teachers may be required to provide said time during the day in which they will be available for contract hours by parents and/or students, such information can be provided to parents. Teachers will inform the District if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.

- 5. **Video Recording** – Given safety and privacy concerns associated with video recordings and in order to protect teachers and students, no member of the bargaining unit will be mandated to use any video recordings as part of distance learning. Any video recording shall be made voluntarily.
 - a. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the union and the employee.
 - b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District’s disciplinary plan and in accordance with State Statute.
 - c. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher.
 - d. Teachers may disable the video portion of any video platform and use only the audio portion at their discretion (unless required by an IEP and/or 504 Plan for delivery of instruction).

- 6. **Leave Provisions - Families First Coronavirus Response Act** The District will comply with the Family First Coronavirus Response Act and will inform all members of the bargaining unit of all District, state and federal leave provisions and provide an electronic link to all applicable leave forms.

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7. **Lesson Planning** - Teachers will have autonomy in lesson planning.
 - a. Teachers will continue to prepare lessons/assignments that address course standards or benchmarks and student accommodations, using the platform of their choice.
 - b. Administrators and principals will abide by the Lesson Plan Settlement Agreement.
 - c. No principal or administrator will mandate schedules for any live lessons or direct teachers to follow specific times for any other daily tasks. The District acknowledges the unique challenges presented by distance learning and understand that teachers working from their homes may also be attending to the needs of their infants, children and other family members.
8. **Instructional Personnel– ESE Specialists** In order to provide continuity in services to students with disabilities, ESE instructional personnel will continue to perform their duties remotely to support students, teachers and parents, where feasible. Additional guidance will be provided by the ESE Department to ESE instructional personnel as applicable.
9. **Instructional Support - Academic Coaches** Academic Coaches will continue collaborate with their site administrators to continue to perform their duties remotely to support students, teachers and parents.
10. **Instructional Support – Other instructional Employees** All other instructional employees who are not classroom teachers will collaborate with their site administrators to continue their duties remotely to support students, teachers and parents.
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Dated this _____ of _____ 2020

For School Board of Orange County, Florida
Public Schools

For Orange County Classroom Teachers
Association

James Preusser
Senior Executive Director, Human Resources

Wendy L. Doromal
President

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Appendix D

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

The School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA) hereby enter into the following agreements related to the unprecedented novel Coronavirus (COVID-19) pandemic and the impact on members of the bargaining unit (Teachers*):

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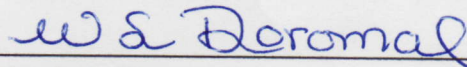
Dated this 21st day of April 2020

For School Board of Orange County, Florida



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers
Association



Wendy L. Doromal
President

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