

MEMORANDUM OF UNDERSTANDING BETWEEN
BAKERSFIELD CITY SCHOOL DISTRICT AND
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION

REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR
FOR INSTRUCTION AND INSTRUCTIONAL SERVICES IN A COVID-19 ENVIRONMENT

March 12, 2021

Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA") enter into this memorandum of understanding ("MOU") regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. "In-person forms of instruction" is defined to include but not be limited to cohort, hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

The District and BETA will follow federal and state Declaration of Emergency and applicable Executive Orders from the Governor. The District will continue to follow the COVID-19 Industry Guidance: Schools and School-Based Programs ("Industry Guidance") issued by the Governor, and prevailing recommendations and guidance issued by Cal/OSHA, the California Department of Public Health ("CDPH"), the Kern County Public Health Department ("KCPHD") and the Kern County Office of Education ("KCOE").

The District and BETA recognize that in-person instruction and services are most effective. Furthermore, the District and BETA share a joint goal of fully implementing Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instructional model (whether for all students or groups of students) is safe according to Industry Guidance, Cohort Guidance and County Orders.

BCSD Return to School Plan

Students will return to in-person instruction as soon as practicable after the most up to date criteria, as stated in Industry Guidance/County Orders, can be met and/or as provided below:

- Phase 1: (Return to Instruction) Commenced: October 19, 2020; will resume on April 8, 2021.
Pre-K – 8 Students enrolled in Self-Contained Special Education Programs as follows:
Autism; Deaf/Hard of Hearing; Severely Handicapped; and Social Emotional Transition Program
- Phase 2: (Return to Programs & Services) Commenced: November 2, 2020; will resume in phases beginning April 8, 2021.
Students identified for our Foster Youth and Homeless Students programs.
- Phases 3 & 4: (Return to Instruction) anticipated start date of April 8, 2021.
The return of all other students to in-person instruction.

All anticipated return dates are subject to prevailing guidance and advice from local and state health and education authorities.

Phases 3 and 4 Instruction:

The District will offer a combination of in-person and distance learning as follows:

1. When permitted to do so under prevailing CDPH guidance, students will be returned to in-person instruction in one-week phases according to grade level in the following order:

Elementary:

- a. Pre-K – 2 beginning April 8, 2021
- b. Grades 3 – 6 beginning April 12, 2021

Middle School/Jr. High:

- c. Grades 6 – 8 beginning when at least one secondary grade level is required to reopen by the State, but not sooner than April 19, 2021.

2. Any student may opt to participate in the exclusively distance-learning modality.
3. Students returning to in-person instruction will be split into two cohorts for a combination of in-person and distance learning:
 - a. Morning Cohort: will receive in-person instruction in the mornings of Mondays, Tuesdays, Thursdays and Fridays; and will continue asynchronous in the afternoons.
 - b. Afternoon Cohort: will receive virtual instruction in the afternoons of Mondays, Tuesdays, Thursdays and Fridays; and will participate in asynchronous in the mornings.
 - c. Every Wednesday is an asynchronous day for all students.

Having met and negotiated in good faith, the Parties agree to the following:

This MOU supersedes the Parties' August 12, 2020 and November 13, 2020 MOUs.

Prior Notification of the Association regarding the District's Schedule/Plan to Reopen to In-person Instruction.

The District shall give the Association Chapter President at least ten (10) calendar days notification by email and by the next available TAB (The Advisory Bulletin) announcement after the email before reopening to in-person learning.

I. Safety.

- A. The District will ensure the following hand washing logistical requirements:
 1. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.
 2. Every classroom shall be provided hand sanitizer.
 3. Non-classroom work-areas and office areas shall be provided hand sanitizer.
 4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked/refilled as soon as possible based on a unit member's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.

- B. Unit members shall support the District's efforts to maintain a clean and safe work environment by wiping their desk and all high touch areas of their assigned workspace.
- C. Unit members shall remove and replace the trash bins in their workspace and place the bags outside of their classroom door at the end of their duty day.
- D. Prior to returning to the worksite, the District shall ensure all classrooms are sanitized, and shall comply with Cal-OSHA and CDC guidelines upon the reopening of schools to the greatest extent practicable in accordance with such guidelines.
- E. All persons entering a BCSD campus, including individual classrooms, shall be expected to comply with the attached Return to Work Safety Protocols and Procedures; failure to comply with the safety protocols and procedures may result in discipline.
- F. The District will promptly inform BETA and affected bargaining unit members, should it learn of a confirmed or likely coronavirus infection of District employees or students, and will follow the guidance of the Kern County Department of Public Health for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private and not otherwise required to be disclosed such as personal, medical, or confidential student information.
- G. Daily Cleaning and Disinfecting, and Air Ventilation
 - 1. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected at least daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch surfaces, using an EPA approved disinfectant, as recommended by federal, state, and/or local health officials.
 - 2. Unit members will wipe down their personal workspace (phone, computer, desktop, etc.) daily, place trash outside classroom or office daily and install new trash liners as needed. All other cleaning and disinfecting will be completed by trained custodial personnel.
 - 3. Portable sinks/hand washing stations will be made available to classrooms without interior sinks and faucets.
 - 4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked/refilled as soon as possible based on a unit member's notification to the front office that supply is running low.
 - 5. Unit members shall complete the "Basic IPM for Classroom & Office Environment (BASIC) 2020/2021" course to satisfy the requirements of the Healthy Schools Act.
 - 6. All facilities will receive installation of Needle-Point Bi-Polar Ionization devices and will be monitored and maintained in accordance with prevailing recommendations by the CDC and CalOSHA.
 - 7. Air filters in all facilities open for in-person instruction will be upgraded to the highest level supported by our existing systems and the filters will be changed quarterly.

H. Physical Distancing: Classroom/Instructional/Academic Learning Spaces

1. The District shall provide for minimum physical distancing of six (6) feet, pursuant to applicable health and safety orders (i.e., according to CDC/State/County guidelines) between student workspaces, and between all employee workspaces and areas of the sites which unit members use. When six (6) feet is not possible, the District will take steps to optimize ventilation and consider using other separation techniques such as partitions between students or desks, or arranging desks in a way that minimizes face-to-face contact.
2. The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements without restricting access to materials. The capacity for each classroom space shall be posted prior to the start of in-person learning and classroom floors will be marked to promote distancing. The capacity that a classroom can accommodate with six (6) feet distancing will determine the largest in-person class size but shall not exceed more than sixteen (16) persons including staff and students.
3. In all situations in a classroom where the minimum physical distancing requirement is insufficient for specialized academic instruction or services, or conducting assessments, the District shall provide effective safety devices such as Plexiglas barriers, and/or face shields with drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized.
4. During in-person instruction, there shall be no small group instruction; all small group instruction shall be conducted virtually.
5. Bargaining Unit Members shall not congregate in any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms, or other workspaces.
 - a. In accordance with current County guidelines, no in-person social activities shall take place in any workspaces.
 - b. Any lunch/break rooms shall be provided with sanitization supplies.
6. Services may be provided in an outdoor covered area when space, weather, and air quality (ROAR level Green, Yellow, or Orange) permits.

I. Personal Protection Equipment ("PPE")

Unit members shall be provided with the following PPE:

1. N95/KN95 masks shall be provided to unit members who participate in medically related aerosol generating procedures.
2. Face masks;
3. Face shields with neck drapes will be available only to employees with valid exemptions from face masks requirements;
4. Face shields with neck drapes shall also be available for unit members when necessary and appropriate such as for one-on-one assessments and services;

5. Gloves, hand sanitizer and hand soap;
6. Disinfectant wipes to clean high touch surfaces and changing tables; and
7. Washable long sleeve scrub jacket for staff working with students who require certain specialized physical health care services.

II. Health Screening, Testing, Notification, Contact Tracing, and Vaccination

A. Student Screening

1. Parents will be required to conduct daily symptom screenings of their children before bringing them to campus. Parents will sign and submit an acknowledgement of this responsibility within the first three days of the resumption of in-person learning.
2. The District agrees to provide parents with informational materials regarding COVID-19. Such materials will include information about testing locations and parents will be encouraged to have their students tested before returning to in-person learning.
3. Temperatures will be taken of students who are transported by school bus prior to boarding the bus; the temperatures of all other students will be taken as they arrive on campus.
4. Staff will engage in ongoing health monitoring of students during the day.
5. Students who display symptoms will be sent to an isolation room to await parent pickup.
6. The School Nurse will be responsible for contacting parents/guardians for additional information on students who have COVID-19 symptoms, have been exposed to a confirmed COVID-19 case, or who have been confirmed to have COVID-19.
7. School Nurse shall determine the return to school date based upon the CDC criteria to discontinue home isolation or quarantine and provide the date to the School Site COVID-19 Coordinator.
8. All students shall be required to wear a mask unless exempt.
9. Students returning to in person learning shall be encouraged to be vaccinated with the COVID-19 vaccine once available for use in minors.

B. Staff Health Screening, Testing, Notification, and Contact Tracing

1. All District employees who return to work on campus shall be subject to periodic testing even if asymptomatic and without a known or suspected exposure to someone with COVID-19 at a rate that is in accordance with the testing cadences, established by the County's current tier designation under prevailing CDPH Guidance. The District shall make required testing available to unit members during normal work hours, at no cost to the unit member, and the cost shall not be charged to the unit member's health plan. The District will utilize the State of

California Valencia Lab program, provide testing through its Wellness Center or through a vendor that meets testing requirements.

2. All Unit Members rendering in-person service or who otherwise may have contact with students or other staff shall be subject to periodic testing for COVID-19 according to CDPH and CalOSHA guidelines. Unit members who enter any District facility for any purpose and for any period of time shall be subject to testing as required by CalOSHA and CDPH. Unit members exclusively rendering services from a remote location may volunteer to participate in the District's COVID-19 testing protocols but shall not be mandated to do so. Only those unit members who are exclusively working off campus may be excused from testing; however, all such unit members shall be added to the District testing schedule when they resume working in person.
3. Before testing, all employees will be asked to complete a Consent to Testing form and an Authorization to Disclose testing results or other registration forms as needed to comply with contact tracing and other notification requirements.
4. Tests will be conducted at all school and District office sites, including Wellness Centers, at District expense and will be performed by a School Nurse, Nurse Practitioner, Licensed Vocational Nurse and/or Medical Assistant with additional support provided by classified employees. Tests may be self-administered, as well.
5. Unit members will have the option of being tested at an assigned BCSD Wellness Center which shall include a drive-thru or drive-up option.
6. Unit members may decline to be tested by the District or its designated testing provider and, instead, elect to be tested by an outside provider of their choosing and at their expense during the same week (Sunday through Saturday) as their scheduled BCSD test date. The test shall be a diagnostic test (molecular or antigen) or the equivalent as defined by the CDC, CDPH and/or the KCDPH, and the test results must be submitted to the Human Resources Department upon receipt.
7. In the event of an emergency and a Unit Member is unable to meet their assigned appointment, they will work with Human Resources to schedule a make-up appointment at the earliest possible time, but the test must be completed no later than the 14th day of their original scheduled appointment, without being placed on unpaid leave.
8. Any employee with a positive result will be sent home without delay and directed to contact Human Resources.
9. Nurse Practitioner and Human Resources will notify the Kern County Department of Public Health and will follow all applicable Public Health guidelines regarding individuals who are infected with or exhibit COVID-19 symptoms or have had close contact with individuals with COVID-19.
10. At the end of each workday, the District shall securely dispose of all tests.

11. Under no circumstances will the District use the test for any purpose other than COVID-19 identification and no DNA may be identified or retained.
12. Unit members who fail or refuse to participate in COVID testing will not be permitted to return to work and may instead elect to go on an unpaid leave of absence for the remainder of the school year.

C. Staff Vaccination

1. Unit Members will be provided release time in order to attend a scheduled appointment to be vaccinated during regular work hours. It is the Unit Member's responsibility to notify site administration as early as possible with the date and time of the vaccination appointment.
2. If a Unit Member is required to quarantine due to COVID exposure, the Unit Member will be allowed to work remotely if they are medically able to do so. For COVID exposures, Unit Members shall be required to submit written verification for their need to quarantine. In-person students shall log into Zoom to meet with their teacher, from the classroom. If an entire class or school site is closed due to exposure to COVID-19, the Unit Member will be required to work remotely, if medically able to do so.

D. COVID-19 EXPOSURE AND SCHOOL SITE CLOSURE

1. In consultation with the Kern County Public Health Department, the District shall follow the following classroom and school closure protocol, unless specified otherwise by prevailing CDPH and/or Local Public Health "LPH" guidance:
 - a. Within a 14-day period, an outbreak has occurred in 25% or more stable groups in the school the school shall be closed.
 - b. Within a 14-day period, at least three outbreaks have occurred in the school AND more than 5% of the in-person school population is infected the school shall be closed.
 - c. The Kern County Public Health Department may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.
2. The District will give notice to potentially exposed employees and to BETA as required by CalOSHA and AB 685. Employers must determine which employees at the worksite may have had COVID-19 exposure as defined under prevailing CDPH and CalOSHA guidelines. After such a determination, the District shall give notice of the potential exposure within one (1) business day to all employees that may have had an exposure as well as to the BETA President.

- E. Planning and Preparation Stipend** - All Unit Members who rendered service between April 6, 2021 and June 8, 2021, shall receive a one-time stipend in the amount of one thousand dollars (\$1,000) to be paid on or before August 31, 2021, as compensation for providing and supporting dual instruction and related services.

F. WORKING CONDITIONS

1. Work Hours. In order to successfully implement the hybrid delivery of instruction described herein, the parties agree to the following for the remainder of the 2020/2021 school year only to the extent Phases 3 and 4 are implemented:

- a. All unit members shall return to work on campus as follows:
 - i. All Self-Contained Special Education Classes staff will return to work on April 6, 2021;
 - ii. Pre-K through Second Grade staff will return to work on April 6, 2021;
 - iii. Third Grade through Sixth Grade (elementary only) will return to work on April 8, 2021;
 - iv. Site based support staff shall only return when unit members (classroom teachers) are required to return if necessary to provide or support in-person services beginning April 6, 2021, except Middle and Junior High School staff; and
 - v. Middle and Junior High School staff will return to work on campus when at least one secondary grade level is required to reopen by the State, but not sooner than April 19, 2021.
- b. Unit members shall continue to work a 7.25-hr. workday, inclusive of a (45)-minute duty-free lunch, from 8:00 a.m. to 3:15 p.m.; unit members in positions receiving stipends and shift differential for longer workdays and work year shall continue to work the same professional day as provided in the parties' collective bargaining agreement.
- c. Wednesday Bank Days and Late Start Days provided in Article 4 of the parties' collective bargaining agreement are suspended for the 2020/2021 school year only.
- d. At each of the following grade levels, the following instructional minutes are required and shall be reflected in any school's bell or daily work schedule:
 - i. Transitional Kindergarten/Kindergarten: 195 contact minutes. Unit members shall synchronously (live) and asynchronously (independent) engage with students.
 - ii. Grades 1-3: 245 contact minutes. Unit members shall synchronously (live) and asynchronously (independent) engage with students.
 - iii. Grades 4-6 (Elementary): 255 contact minutes. Unit members shall synchronously (live) and asynchronously (independent) engage with students.
 - iv. Grades 6-8 (Middle/Junior High Schools): 255 contact minutes, to be divided in 3, 60-minute periods each day with an additional intervention/support period. Unit members shall synchronously (live) and asynchronously (independent) engage with students.
 - v. Wednesday contact minutes:
 - a) TK-K – forty-five (45) contact minutes
 - b) 1-3 – sixty (60) contact minutes

- c) 4-6 (elementary) - sixty (60) contact minutes
- d) 6-8 (middle school/Jr. High) – sixty (60) contact minutes
- e. The following shall apply for the remainder of the 2020/2021 school year to the extent Phases 3 and 4 are implemented:
 - i. Preparation/Planning Time: Unit members will receive at least 30 minutes of preparation time four (4) days per week (every day except Wednesday) and 5.25 (five and a quarter) hours every Wednesday. This time may be used to schedule IEP, 504, TSS and Parent Meetings.
 - ii. Collaboration Time: Unit Members shall collaborate with their learning community team at least two (2) Wednesdays per month for up to sixty (60) minutes.
 - iii. Professional Development: Unit Members shall participate in professional development up to one (1) Wednesday per month up to sixty (60) minutes.
 - iv. Staff Meeting Time: Unit Members shall participate in a weekly virtual staff meeting for up to thirty (30) minutes one time per week. Site administration will determine the day of the week for the meeting.
- f. Any Unit Member rendering in-person services and supervising students during breakfast and/or lunch shall receive additional compensation beyond their salary at the rate of \$40 per day. This provision supersedes Section 4.5.2 of the parties' collective bargaining agreement.

2. Other Working Conditions

- a. Unit members shall only be required to return to school/worksites two (2) days prior to the physical return of students to schools for in-person instruction. Site based support staff shall only return when unit members (classroom teachers) are required to return if necessary, to provide or support in-person services.
- b. Re-rostering students - The District may re-roster students to accommodate parents' choice for virtual or in-person learning or if a Unit Member is required to continue providing instructional services virtually due to medical reasons as defined by a health practitioner.
- c. Limiting Unit Members Returning to Work Sites – Unit Members only need to return to the school site if they are providing in-person instructional services. Unit members working through the District office may continue to work from home for the remainder of the 2020-2021 school year if they can complete their duties/responsibilities virtually unless they are assigned to serve as substitutes. If called to serve as a substitute, the Unit Member must report to their assigned site within ninety (90) minutes of notice.
- d. If the instructional day includes a Hybrid Model, teaching both in-person and virtually in the same workday, Unit Members shall be allowed to work

remotely to instruct virtually after in-person instruction has been completed for the school day.

- e. Unit members providing instructional services virtually, inclusive of Wednesdays, shall have the choice to work from home or at their designated worksite.

3. Limited Classroom Visitation/Observation

- a. Visitations/Observations of in-person instruction shall be limited to one (1) person at a time.
- b. Feedback shall be given to Unit Members, in writing within forty-eight (48) hours (weekends and holidays excluded), per visitation/observation.
- c. Site administrators shall have direct access to the virtual classroom. All other on-line visitors will enter with video on, and their name and job title properly displayed for the duration of their visit. Additionally, on-line visitors shall utilize the waiting room feature when entering a unit member's online classroom with the expectation that they shall be admitted within a reasonable period of time.
- d. In-person visitation/observations can only occur if the entry of the visitor/observer does not make the maximum body capacity exceed the room capacity limits.

All components of the current Collective Bargaining Agreement between the District and BETA not addressed by the terms of this MOU shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of implementing the transition to and implementation of in-person instructional models for the return providing in-person instructional services in a COVID-19 environment for the 2020-2021 school year; except, however, in the event AB 84 does not become law by April 6, 2021, then the sections listed in the attached will be reopened via the MOU/Bargaining process.

The District and BETA each reserves the right to negotiate any additional negotiable impacts of returning to work not already covered by the Collective Bargaining Agreement or this MOU.

This MOU shall be effective upon signature by both Parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until Industry Guidance or County orders permit in-person instruction without the conditions set forth above, whichever occurs first.

By signing below, the Parties warrant that they are authorized to execute this MOU on behalf of their principals. This MOU is subject to approval by the District Governing Board and BETA membership ratification.

See next page for signature lines

**Bakersfield Elementary Teachers
Association**


Steven Comstock Jr.



Thomas (Tom) Tarrer Emerson



Karl Florez Curriculum & Instruction


Shannon Barnes Fletcher


Carla Jeffers Washington


John Peterson Owens Intermediate

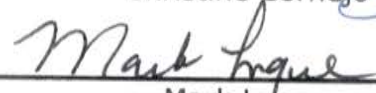

Brad Barnes Owens Intermediate

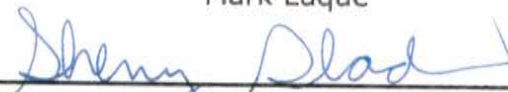

Cassandra Hobbs Longfellow

DATE 3/12/21 TIME 2:15 PM

Bakersfield City School District


Christine Cornejo


Mark Luque


Sherry Gladin

DATE 3/12/21 TIME 2:10 pm.

Attachment #1 to the Reopening Schools MOU Dated March 12, 2021

The following proposal shall be the subject of meeting and negotiating in the event Assembly Bill 84 is not enacted by April 6, 2021:

Employees who test positive shall be eligible for up to an additional ten (10) days of sick leave paid using COVID Relief Funds.

- i. * Unit Members having an adverse reaction due to receiving the COVID vaccine shall:
 - 1. * be allowed to work remotely for a period not to exceed three (3) workdays.
 - 2. * be allotted COVID sick days based on the need to recover as needed, not to exceed three (3) workdays. COVID sick days will be funded by the District via COVID Relief funds.
- ii. *take a COVID Leave if unable to teach virtually. COVID Leave days will be funded by the District via COVID Relief funds.
- iii. any sick day previously used by Unit Members due to COVID related illness after exhaustion and/or the expiration of FFCRA shall be replaced by the District using COVID Relief funds.

***District Covered Leave in the Absence of FFCRA Leave** The district shall set aside funds from Federal and State COVID-19 Relief funding to allow for members to take leave due to COVID-19 illness, quarantine, or any other necessary leave that must be taken as defined by the California Department of Health's COVID-19 protocols. The amount of funds shall be enough to cover unit members for up to ten (10) workdays solely for this defined leave. This provision shall remain in place until relief for such leave is covered under Federal and or State relief.

FIRST ADDENDUM
TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
BAKERSFIELD CITY SCHOOL DISTRICT AND
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION
REGARDING REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR
FOR INSTRUCTION AND INSTRUCTIONAL SERVICES IN A COVID-19 ENVIRONMENT

March 16, 2021

On or about March 12, 2021, the Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA" or "Association") entered into a memorandum of understanding ("MOU") regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. The MOU includes a work schedule for unit members.

The purpose of this Addendum is to clarify the work schedule for BCSD's Self-Contained Special Education Teachers.

Having met and negotiated in good faith, the parties agree that the following shall apply to Self-Contained Special Education Teachers notwithstanding any provision to the contrary in the March 12, 2021 MOU:

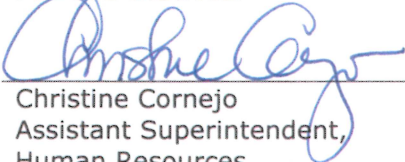
1. Self-Contained Special Education Teachers will teach five (5) days per week from the classroom: 8:15 a.m. – 12:45 p.m.
2. The student lunch will be embedded within the instructional day and Self-Contained Special Education Teachers will be compensated for supervising this lunch period at the rate of \$40 per day.
3. At 12:45 p.m., Self-Contained Special Education Teachers will receive their lunch break and may elect to work remotely for the remainder of the day.
4. Self-Contained Special Education teachers will spend their afternoons planning/ collaborating and/or conducting virtual IEP meeting. There will be sixty (60) minutes of protected planning time daily between the hours of 12:45 p.m. to 3:15 p.m. to be determined on a site by site basis. There will not be any asynchronous learning for self-contained students.

Except as expressly stated above, the remainder of the parties' March 12, 2021 MOU shall remain unchanged.

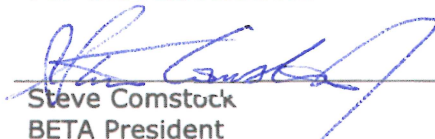
By signing below, the parties warrant that they are authorized to execute this amendment on behalf of their principals.

Dated: March 16, 2021

For the District:


Christine Cornejo
Assistant Superintendent,
Human Resources

For the Association:


Steve Comstock
BETA President