

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BAKERSFIELD CITY SCHOOL DISTRICT
AND
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION
REGARDING 2020/2021 RETURN TO WORK DURING COVID-19**

In preparation for the 2020/2021 school year, the Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA") recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the coronavirus. The parties recognize that schools are critical to daily life and that collaboration between local public health officials, education officials, and educators is the best means to determine and balance shared concerns surrounding school reopening decisions.

To assist with identifying the needs of employees, students and families, the District convened a joint Return to School Task Force which included representatives from all bargaining units and other stakeholders. The Task Force conducted surveys of employees and families to identify needs, access to resources and tools, concerns and priorities.

Additionally, through the enactment of SB 98 and AB 1384, the California Legislature has modified daily instructional minutes and provided additional guidance regarding the provision of distance learning.

Based on applicable health orders and guidelines, and input from the task force and its sub-committee, the District developed and adopted Health and Safety Protocols and Expectations.

On or about July 14, 2020, the District's Governing Board voted to require all District students to begin the 2020-21 school year in a virtual learning format of instructional delivery, at least through the first trimester.

Additionally, based on Senate Bills 98 and Assembly Bill 1384, and Distance Learning Guidelines issued by the CDE on July 27, 2020, BCSD developed its Return to School Roadmap which incorporates the following state requirements for distance learning:

Distance learning means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certified employee of the local educational agency (LEA). Distance learning may include, but is not limited to, all of the following:

- Interaction, instructions, and check-ins between teachers and pupils through the use of a computer or other communications technology.
- Video or audio instruction in which the primary mode of communication between the pupil and certified employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
- The use of print, video, and audio materials incorporating assignments that are the subject of written or oral feedback.

Instructional content must be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Distance learning must also include “daily live interaction.” Daily live interaction is two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers. In particular English learners, and students with special needs benefit from daily oral language development opportunities. Examples of daily live interaction include in-person and virtual communication or interactions, including but not limited to synchronous online instruction (per statute) and phone calls where both parties communicate at the time of occurrence. One-way communication, including voicemails, emails, or print materials, is not considered a live interaction.

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

1. All unit members will have access to the BCSD Return to School Roadmap and other materials regarding return to school instruction and protocols for maintaining the health and safety of students and staff. This MOU shall be in effect exclusively for the 100% distance learning period. Prior to the return of students to a physical school site a new and updated MOU must be agreed upon by both parties.
2. All unit members will receive information and training regarding the established CDC Safety Protocols, Self-Assessment Wellness Checks and BCSD Safety Protocols and Procedures. Unit members shall also receive safety training through a video designed to help understand how best to maintain a safe workplace for themselves, co-workers and others.
3. In order to successfully implement the virtual learning delivery of instruction described herein, the parties agree to the following for the 2020/2021 school year only:
 - a. Unit members shall continue to work a 7.25-hr. workday, inclusive of a 30-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.
 - b. 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.
 - c. At each of the following grade levels, the following number of required instructional minutes are required and shall be reflected in any school’s bell or daily work schedule
 - i. Transitional Kindergarten/Kindergarten shall include 180 instructional minutes, plus 20 minutes of daily small group instruction to be provided in daily increments to groups of no more than 5 students. Unit members shall synchronously (live) and asynchronously (assigned) engage with students.

- ii. Grades 1-3: 230 instructional minutes, plus 30 minutes of daily small group instruction to be provided in daily increments to groups of no more than 6 students. Unit members shall synchronously (live) and asynchronously (assigned) engage with students.
 - iii. Grades 4-6 Elementary: 240 minutes, plus 30 minutes of daily small group instruction to be provided in daily increments to groups of no more than 6 students. Unit members shall synchronously (live) and asynchronously (assigned) engage with students.
 - iv. Grades 6-8 (middle/junior high schools): 270 instructional minutes, to be divided in 3, 90 minute periods each day. Unit members shall synchronously (live) and asynchronously (assigned) engage with students.
- d. Back to School nights are suspended for the 2020/2021 school year only.
- e. For classroom teachers only, the work year shall increase by three (3) workdays on May 27-28, 2020 and June 1, 2021; unit members shall be compensated at their per diem rate for each additional day worked.
- f. For school nurses who work 184 days, the work year schedule shall shift by three (3) workdays to August 12, 2020 through June 2, 2021; since no additional days were added to their work year, compensation shall remain unchanged.
- g. The 2020/2021 certificated work year calendar, which shall reflect a trimester calendar, shall be revised to reflect the following:
- i. New Teacher Orientation shall remain scheduled for August 4, 2020, through August 6, 2020.
 - ii. August 6, 2020 shall be the first day for all 2nd year teachers. All 2nd year teachers shall be physically present at school site.
 - iii. August 7, 2020 shall be the first duty day for all 1st year teachers. All 1st year teachers shall be physically present at school site.
 - iv. First workday for all unit members shall be August 10, 2020.
 - v. August 10, 2020 shall be used as a preparation day (physically present at school site).
 - vi. August 11, 2020 shall be used as a virtual meeting and virtual professional development day (physically present at school site).
 - vii. August 12, 13, 2020 shall be used to deliver virtual professional development to classroom teachers (physically present at school site).
 - viii. August 14, 2020 shall be used to host virtual orientation sessions.
 - ix. First day of instruction shall be August 17, 2020.

- x. May 27, May 28, and June 1, 2021 shall be added as a workday.
 - xi. Last day of instruction shall be June 1, 2021.
 - xii. Last workday of the 2020/2021 school year shall be: June 1, 2021.
4. Notwithstanding any provisions to the contrary set forth in the parties' collective bargaining agreement, the following shall apply for the 2020/2021 school year only:
- a. Preparation/Planning Time: Unit members will receive preparation time as part of their afternoon break Monday through Friday of the work week. Unit members will receive an additional 65 minutes of preparation/planning time on 3 additional days of the work week, Monday, Tuesday, Thursday, or Friday. This time may be used to schedule IEP, 504, TSS and Parent Meetings.
 - b. Collaboration Time: Unit members shall collaborate with their learning community team at least two Wednesdays per month for up to 60 minutes
 - c. Professional Development: Unit members shall participate in professional development up to two Wednesdays per month up to 90 minutes
 - d. Staff Meeting Time: Unit members shall participate in a weekly virtual staff meeting for up to 60 minutes one time per week. Site administration will determine the day of the week for the meeting.
5. Platforms: All unit members shall utilize the following technological platforms for instructional delivery: Zoom for their web-conferencing tool; Google Classroom as their Learning Management System. District Administration shall have access to classroom Zoom links to observe synchronous (live) learning, Google Classroom to monitor lesson development, and Aeries Gradebook and Communication (i.e., Parent Square) to monitor grade reporting, parent engagement, and as the primary communication tool with parents/guardians.
6. On-Site Access: Teachers providing service in a total (non-hybrid) distance learning model shall be allowed to work remotely or from their assigned classroom/office workspace, during regular school hours as they deem necessary, to the extent the delivery of instruction and/or services is consistent with meeting/supporting student instructional goals. Teachers shall have access to their District assigned work site during regular school hours. In the event a teacher reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations.

The District reserves the right to return a teacher to their assigned classroom at their school site if they do not meet the expectations described herein.

7. Unit members, excluding classroom teachers (182 day), who are in a specialist position shall be allowed to either work remotely or from their District assigned classroom/office workspace. In the event a unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations. Unit members may be recalled to their District assigned classroom/workspace under the following conditions:

- a. administration of the state required ELPAC exam through the first 20 school days.
- b. support the functions and duties of the district offices/school site due to the lack of coverage or support, at the request of administration.
- c. completion of assigned duties that are unable to be delivered in a remote setting.

The District reserves the right to return any unit member to their District assigned classroom/workspace if they do not meet the expectations described in section 8 of this MOU.

8. **Technology Tools for At-Home Instruction/Duties:** To perform virtual duties, all unit members shall have a computer device with a microphone and webcam; high speed internet; and a quiet space dedicated as their at-home classroom/workspace. Unit members who lack the necessary equipment to perform at-home instruction, including device(s) and internet connectivity, shall teach from their assigned classroom. Unit members may request and checkout extra equipment to supplement their at-home office. For example, document camera.
9. **Engagement:** Unit members shall engage with their students on a daily basis through synchronous (live) and asynchronous (assigned) learning activities. Engagement shall consist of whole class and small group instruction. Unit members shall use asynchronous (assigned) time to provide small group instruction to students. All students shall receive small group instruction, at least twice weekly.
10. **Attendance:** Unit members shall complete the taking of attendance each morning by 8:30 a.m. using the Aeries Student Information System. All regular attendance procedures completed during in-person instruction will remain in place throughout the virtual learning period.
11. **Monitoring:** Unit members shall routinely monitor student progress through Google Classroom. Teachers shall conduct at least three (3) daily engagement/progress monitoring checks with students in the morning, mid-day, and afternoon. Monitoring shall be conducted through the use of Google Form assignments and shall take the form of quick activities or brief writes. Monitoring logs, in the form of a Google Spreadsheet, will be shared with site administration on a weekly basis. (This language is in place to support the district's efforts to ensure it meets the requirements of SB98 language, offering evidence to CDE of our daily student engagement rates.)
12. **Feedback:** Unit members shall provide regular and timely feedback to students via Google Classroom for completed assignments and make themselves available to parents/guardians during office hours. Unit members shall provide a weekly update to parents/guardians regarding student engagement and academic progress via Aeries Communication (Parent Square).
13. **Grading:** Unit members shall complete grades for the first trimester of the 2020/2021 school year. Grading timelines are as follows:
 - a. Mid-trimester Progress Reports due: October 2, 2020
 - b. Trimester 1 ends: November 6, 2020
 - c. Trimester 1 report cards: November 13, 2020

14. IEP, 504, MTSS Meetings: Unit members shall make themselves available online, by appointment, during the after school period, between 2:15 p.m. – 3:15 p.m. to participate in school level parent meetings to address the needs of students.
15. Unit members shall be available, by appointment, during regular work hours during the work week to students and families. Their specific availability will be communicated by unit members. Unit members shall respond to parent inquiries within three (3) school days.
16. Unit members shall make themselves available to District and site administration, site support staff, and their colleagues by District email during regular work hours during the work week for all District communications. Unit members shall check their District email at least twice per day and promptly respond to inquiries.
17. The District will ensure the following hand washing logistical requirements:
 - a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.
 - b. Every classroom shall be provided hand sanitizer.
 - c. Non-classroom work-areas and office areas shall be provided hand sanitizer.
 - d. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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, such as personal, medical or confidential student information.
23. Unit members who are absent for more than three (3) days due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources. BCSD will work with unit members when they are absent from work due to any of the "qualifying reasons for leave related to COVID-19" HR 6201/ FCCRA Criteria for Leaves.

- a. Unit members may also be asked to provide health provider documentation regarding any leave related to COVID-19.
 - b. Unit members will enter their absence in the SmartFind Employee Management System and contact their Human Resources Technician for the next steps in documenting leave specifically related to COVID-19.
24. The District shall comply with all applicable laws related to leaves enacted in response to the COVID-19 pandemic, including the Families First Coronavirus Response Act ("FFCRA"), for eligible unit members with qualifying reasons. The FFCRA provides for qualifying leaves in addition to those leaves already provided pursuant to state and federal statutes and the BETA collective bargaining agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the FFCRA. FFCRA leave may be used on an intermittent basis.
25. Unit members requiring leave for reasons other than those qualifying reasons enumerated under the FFCRA shall utilize appropriate, accrued leave available to them as provided in the parties' collective bargaining agreement.
26. Unit members who were on an authorized leave prior to the COVID-19 school closure may remain on leave for the same purpose originally authorizing that leave.
27. To the extent unit members are able to perform extracurricular duties, they shall continue to receive stipends and/or additional pay as provided in the parties' collective bargaining agreement.
28. Evaluations for the 2020-2021 school year shall proceed as provided in the parties' collective bargaining agreement. Unit members shall not be evaluated on their ability to use technology but rather on instruction. Additionally, it shall be noted on all performance evaluations that teaching and working conditions have significantly changed due to virtual learning format. Evaluations for the 2020-2021 school year shall be scheduled as follows:
 - a. By September 28, 2020: Notification
 - b. By November 30, 2020: Goal Setting (10.0)
 - c. By February 2, 2021: Preliminary Evaluation
 - d. By April 13, 2021: Final Evaluation
29. All components of the current collective bargaining agreement between the parties not addressed by this MOU shall remain in full effect. This MOU is non-precedent setting.
30. This MOU shall remain in effect for such period of time as instruction is primarily provided via a 100% virtual learning format and, in any event, not later than June 30, 2021.
31. This MOU satisfies the District's obligation to meet and negotiate 100% virtual learning for the start of the 2020/2021 school year.
32. By signing below, the parties warrant that they are authorized to execute this MOU on behalf of their principals.

Dated: August 3, 2020

For the District:

For the Association:

Christine Cornejo
Assistant Superintendent

Steven Comstock, Jr.
BETA President