

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 (PHASE 1 AND PHASE 2) IN A COVID-
19 ENVIRONMENT

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.

The Parties affirm the memorandum of understanding previously negotiated and executed by the Parties on August 3, 2020 and as amended on August 12, 2020 (hereafter collectively referred to as "August 2020 MOU"). This memorandum is incorporated herein by reference insofar as it applies to a return to in-person instruction.

Phase 1 includes unit members in Pre-K – 8 who provide services to students enrolled in Self-Contained Special Education Programs as follows: Autism; Deaf/Hard of Hearing; Severely Handicapped; and Social Emotional Transition Program.

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) Projected start date of October 19, 2020
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) Projected start date of November 2, 2020
Students identified for our Foster Youth and Homeless Students programs.
- Phase 3: (Return to Instruction) Projected start date of January 4, 2021
Students identified as English Learners.

- Phase 4: (Return to Instruction) TBD
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.

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

I. Safety. The Parties affirm continued enforcement of safety conditions set forth in the August 2020 MOU.

II. Additional Safety Provisions.

A. 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.

B. 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.

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. Time spent in proximity of less than six (6) feet (the minimum physical distancing) 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.
 - i. In accordance with current County guidelines, no in-person social activities shall take place in any workspaces.
 - ii. 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.

C. 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 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.

III. Health Screening, Testing, Notification, and Contact Tracing.

A. Student Health Screening

1. Parents will be required to conduct daily symptom screenings of their children before bringing them to campus and they will be asked to sign an acknowledgement of this responsibility prior to the first day 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. Students in grades 3 through 8 shall be required to wear a mask unless exempt; students younger than 3rd grade will be strongly encouraged to wear masks.

B. Staff Surveillance Testing

1. 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 at least once every two (2) months. Unit members who enter any District facility for any purpose and for any period of time shall be subject to surveillance testing. Unit members 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 tested prior to returning to in-person services.

2. Before testing, all employees will be asked to complete a Consent to Testing form and an Authorization to Disclose testing results as needed to comply with contact tracing and other notification requirements.
3. Tests will be conducted at all school and District office sites, including Wellness Centers, at District expense and will be performed by a Nurse Practitioner, Licensed Vocational Nurse and/or Medical Assistant with additional support provided by classified employees.
4. 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.
5. Unit members may decline to be tested by the District 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.
 - i. Tests completed within seven (7) days of the BCSD scheduled testing date prior to the date of this MOU will be accepted; thereafter, tests completed by an outside provider must be taken during the same week (Sunday through Saturday).
 - ii. Tests taken outside the designated time frames provided in this section are not acceptable.
 - iii. 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.
6. Any employee with a positive result will be sent home without delay and directed to contact Human Resources.
7. 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.
8. Employees who test positive shall be eligible for leave benefits as provided in the Parties' August 2020 MOU.
9. At the end of each workday, the District shall securely dispose of all tests.

10. 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.

IV. COVID-19 EXPOSURE AND SCHOOL SITE CLOSURE.

1. Unit members and students shall be notified to stay at home if they are sick or if they have been exposed to an individual who has tested positive for COVID-19.
2. If a unit member or student associated with a class tests positive for COVID-19, the class will immediately be notified and placed on an up to fourteen (14) day quarantine.
3. During any required period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the class during distance learning.
4. The District will work with the Kern County Department of Public Health to ensure that all staff and students being quarantined are provided information on how to properly quarantine and how to obtain appropriate medical attention.
5. The District will continue to receive the guidance of the Kern County Health Department related to contingency plans for full or partial closure of in-person school operations if that should become necessary based on an outbreak in the school or community.
6. All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
7. The District shall communicate any decisions about closures and re-opening to the BETA President and all bargaining unit members at a school site or District-wide as appropriate. Such communication shall be by email or by telephone.
8. Unit members who are required to quarantine due to a school or class closure, or work-related exposure to COVID-19, will be expected to render services from home if they are medically able to do so consistent with the Parties' August 2020 MOU. District will provide appropriate and necessary tools and resources (i.e. computer/laptop, Chromebook (second screen), internet access in the form of a "hotspot," document camera, instructional materials, etc.) to unit members to enable them to work from home during the prescribed quarantine period to the extent such resources are available. If any unit member is medically unable to work remotely during the quarantine period, they will be entitled to the leave benefits as provided in the Parties' August 2020 MOU.
9. Unit Members shall continue to receive full compensation during the quarantine period if they continue to work remotely.
10. Unit members quarantining due to COVID exposure shall first utilize available FFCRA Leave if they are medically unable to work remotely. After FFCRA leave is

exhausted, the unit member will be entitled to leave benefits provided in the Parties' August 2020 MOU.

V. ACCOMMODATION

This section applies only to unit members who are asked to return to in-person instruction per the BCSD Return to School Plan:

1. The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
2. Unit member requests for reasonable accommodations shall be addressed on a case-by-case basis in accordance with the District's policy and procedure for reasonable accommodations, including, but not limited to consideration of the option to work remotely to the extent their duties may be accomplished remotely.
3. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - i. Providing additional or enhanced PPE;
 - ii. Placing physical barriers to separate the vulnerable employee from staff, students or other individuals on campus;
 - iii. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - iv. Moving the employee's workstations; and
 - v. If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
4. Unit members seeking a reasonable accommodation may contact Human Resources. They will be asked to provide reasonable medical documentation in support for their request and participate in an interactive process.
5. If reasonable accommodations are not practicable, the District may work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
6. If reasonable accommodations, including remote teaching, are not practicable and the unit member is unable to return to work, then the unit member shall be entitled to leave as provided in paragraphs 24 through 26 of the Parties' August 2020 MOU.
7. Previously agreed upon reasonable accommodations in place for unit members as of March 18, 2020, shall remain in effect.

VI. WORKING CONDITIONS

1. As part of Phase 1 of the BCSD Return to School Plan, Self-Contained Special Education Teachers and Special Education Support Staff (i.e., Special

Education Department Support Staff, Speech and Language Pathologists, School Nurses, etc.) shall be expected to return to in-person work on the Wednesday prior to the return of their students to campus per the October 23, 2020 memo unless assigned by their site administrator or supervisor to continue working remotely. Unit members and a BETA Representative from each site shall work with a site administrator or supervisor to determine which teachers shall be required to return to in-person instruction. Any unresolved disputes shall be appealed to the Deputy Superintendent and BETA President. All other unit members providing service in a total distance learning model (non-hybrid) shall be allowed to continue to work remotely in accordance with paragraph 6 of the Parties' August 2020 MOU.

2. Classes shall be assigned to specific facilities prior to their physical return which shall not be changed without prior notice given to all affected bargaining unit members.
3. If District-owned furniture must be moved, it shall be the responsibility of the District to move and store the furniture, until such a time as it may be returned to the classroom.
4. Unit members are responsible for moving and storing their personal furniture. In coordination with their site administrator, unit members may bring in outside assistance for moving their personal furniture outside their regular work hours.
5. All staff meetings, training, professional development, PLCs, and parent/community meetings shall continue to be conducted virtually per the Return to Work MOU.
6. Other than school nurses, bargaining unit members shall not be required to supervise students moved to an isolation room due to symptoms of COVID-19 defined by the District, the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and/or the Kern County Department of Public Health (KCDPH).
7. 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 and resolves any grievance(s) relating to or arising from this section that may be alleged by BETA up to and including the date of this MOU.
8. When a unit member is absent and a substitute is not available, non-teaching unit members shall not be required to leave their designated worksite to provide virtual instruction on site.

All components of the current Collective Bargaining Agreement between the District and BETA not addressed by the terms of this MOU or the previous August 2020 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 Phases 1 and 2 due to COVID-19 for the 2020-2021 school year.

The District and BETA each reserves the right to negotiate any additional negotiable impacts of Phases 3 and 4 not already covered by the Collective Bargaining Agreement, this MOU or the August 2020 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.

Dated: _____

For the District:

For the Association:

Christine Cornejo
Assistant Superintendent

Steve Comstock, Jr.
BETA President