

SWEETWATER UNION HIGH SCHOOL DISTRICT PROPOSAL
TO THE SWEETWATER EDUCATION ASSOCIATION
ADDRESSING SUPPORT OF STUDENTS WITH UNIQUE NEEDS
March 16, 2021

The parties agree to the following regarding the provision of essential services for students with unique needs as a result of identified federal handicapping condition consistent with maintaining safe conditions as set by San Diego County Department of Public Health (“SDCDPH”) to ensure the safe delivery of these services (including but not exclusive to Special Day Classes, Mild, Mild/Mod, Mod/Severe, Transition). The parties recognize that the intent of this side letter is to immediately implement its provisions to adhere to governor mandate. Parties have previously agreed to an MOU related to phased in reopen, distance learning and on campus protocols, which is still in place and valid as it relates to safety protocols in place.

Information for Classroom Schedule Consideration:

1. By April 5, 2021, SEA and District shall share classroom data for each school site to include square footage, total number of students, number of students requiring hygiene or feeding, total number of adults, names of students opting to return in-person and their ability to wear a mask or a face shield/drape based on teacher and parent input and either 1) accompanied with a note from a licensed medical professional providing medical documentation for student’s inability to wear a mask/face shield with drape or 2) by the site nurse, a 504 team or an IEP team determination making an educationally related determination that the student cannot wear a mask/face shield with drape. (If a doctor’s note does not provide the medical reasoning or documentation, it would be evaluated under 2) above to see if there is concurrence with the site team)
2. Upon receipt of district survey results of interest to provide in-person instruction, the District shall provide names of unit members in the credential areas needed that are interested in providing in-person instruction to their school site principal to coordinate such services. Principals may seek interest from teachers due to updated vaccination availability.
3. District shall provide unit members (both General Education and Special Education teachers) who are providing instructing students who are in self-contained classrooms or having students who cannot wear masks in their class, one additional day (including the two days agreed to for all returning teachers) of asynchronous teaching time to meet with special education department, administration team, and with guidance from Special Services Department to collaboratively determine an appropriate schedule, numbers and grouping with related service providers (SLP, APE, AT, DHH, VI, etc) for classroom participation to adhere to the “Conditions for Classrooms for Students with Unique Needs” listed below.

Conditions for Classrooms for Students with Unique Needs:

1. Participation by SEA bargaining unit members shall be preceded with training in cleaning protocols currently in place by the district, hygiene, and feeding procedures.
2. Services will be provided for no more than two (2) students who are unable to wear a mask in one classroom on any single occasion.
3. All classrooms will have ionizers installed prior to initial start date and teachers will be provided examples of appropriate classroom design to meet social distancing and safety requirements per the MOU dated February 8, 2021.
4. When a student who cannot wear a mask is in a classroom, sufficient PPE (including but not limited to paper gown, gloves, shoe covers, face shields, face coverings, goggles as requested) and posters for social distancing and cleaning protocols will be made available. SEA bargaining unit members shall work in an appropriately sized classroom with sufficient space for compliance with social distancing protocols and adequate air circulation.

5. Staffing may include a teacher and one or more paraprofessionals working under the direction of a teacher each working with students within the classroom.
6. Upon SEA Unit member and site administrative mutual agreement, SEA unit members shall be able to modify their existing workday schedule of synchronous and asynchronous time that provides services to their existing students as well as providing a cohort of in-person student supports during the existing workday.
7. SEA unit members shall not be required to do student hygiene. In the event that the site is understaffed on any particular day to safely provide hygiene services, the site administrator will contact the parent/guardian to inform of the inability to address the hygiene needs at the site.
 - a. In the event that a SEA unit member voluntarily provides hygiene services, the hygiene room will meet safety standards that include ionizers and is well ventilated.
8. SEA unit members that serve students under the home hospital program will not be required to enter student's home environments given the District has no control or knowledge of the safety measures in place.

Process and Procedures:

1. Participants shall follow all social distancing and safety protocols including: Daily health screening for all, including SEA unit members, students and parents/guardians who enter campus. This may include students and staff being pre-screened prior to beginning the school site classroom participation in addition to having touchless temperature check by School staff. Teacher does not conduct the student's health screening.
 - a. Follow SDCDPH guidelines for physical distancing, which shall be no less than six (6) feet apart. When physical distancing cannot be followed or student is unable to wear a mask, face shields with face coverings and/or other barriers/dividers. In addition, other PPE as referred to in "Tiered PPE for Students with Unique Needs" are to be followed.
 - b. In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or individual supports alternative and effective safety devices shall be used such as barriers and/or face shields with face coverings. In addition, other PPE as referred to in SUHSD Tiered PPE Guidelines are to be followed.
 - c. Whenever practical, outdoor covered areas are preferred for use to indoor spaces.
 - d. Hand sanitizer and/or handwashing locations will be provided for all staff and students.
 - e. Spaces will be cleaned after classroom services are provided.
2. SEA unit members will need to facilitate and provide guidance to paraprofessional staff for the instruction of both in-person and online instruction supports.
3. There is to be a pre-designated procedure for nutrition and lunch breaks that SEA unit members will collaboratively determine with site services.

Materials for Classroom Instruction of Students with Unique Needs:

1. All SEA unit members shall have all required Personal Protective Equipment ("PPE") made available to them, but also may choose to provide their own if it meets SDCDPH requirements such as:
 - a. Face coverings (required)
 - b. N95 masks if requested, but not required (requested)
 - c. Face Shields (requested)
 - d. Gloves (for feedings) (requested)
 - e. Gowns (requested)
 - f. Hand sanitizer and/or handwashing locations (required)
 - g. Plexiglass like/Carbonite Barriers/dividers (requested)
 - h. Shoe covers (requested)
 - i. Goggles (requested)

2. Individual manipulatives/materials will be provided for each student if needed.

Students Whose Teachers Have Not Returned:

If unit member who voluntarily returns, through mutual agreement with their site administration, is willing to have students that are not on their current rosters in their classroom for direct instruction, they will be paid a one-sixth for the month of April. Students will still participate in their distance synchronous instruction with their teacher of record, but will participate in the asynchronous instruction being offered by the volunteering teacher to those present for in person instruction. Whenever possible, this will be limited only to students already enrolled on the student's home site. Prior to ever moving a student from their home site for this purpose, the District will make every effort to secure a substitute to cover the classroom at the home site. Parents will be communicated with to ensure they understand this is a temporary service provision away from their home site.

Term:

This agreement will sunset at the end of the 2020-21 school year, but the parties are committed to meeting by May 14, 2021 to discuss what modifications are needed if any to extend through summer school; the parties agree to continue to meet about what reopening will look like during summer school of the 2020-21 school year.

For the Association:


3/16/2021

Dalisay Quitlen



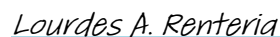
[Leo Hsu \(Mar 17, 2021 08:53 PDT\)](#)

Leo Hsu



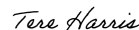
[John Cox \(Mar 16, 2021 17:12 PDT\)](#)

John Cox



[Lourdes A. Renteria \(Mar 16, 2021 16:57 PDT\)](#)

Lourdes Renteria



Tere Harris



[Chad Cooper \(Mar 16, 2021 16:55 PDT\)](#)

Chad Cooper

Executive Director STCU, CTA/NEA

For the District:



[Scott Hendries 3-16-21 \(Mar 16, 2021 16:59 PDT\)](#)

Scott Hendries, Director of Labor Relations

Eduardo Reyes, Chief Human Resources Officer



[Ana Maria Alvarez \(Mar 16, 2021 16:57 PDT\)](#)

Ana Maria Alvarez, Asst. Superintendent, Teaching & Learning

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Jenny Salkeld, CFO



[Michelle Sturm Gonzalez \(Mar 17, 2021 07:25 PDT\)](#)

Michelle Sturm Gonzalez, Dir. Special Services



Jennifer Carbuca, General Counsel