THE SWEETWATER COUNSELING AND GUIDANCE ASSOCIATION
TO THE SWEETWATER UNION HIGH SCHOOL DISTRICT
ADDRESSING IN PERSON REOPENING FOR THE REMAINDER OF THE 2020-21 SCHOOL YEAR
March 10, 2021

The Sweetwater Counseling and Guidance Association and Sweetwater Union High School District enter this Memorandum of Understanding (“MOU”) regarding the in-person reopening of schools for the remainder of the 2020-2021 school year.

The parties agree to the following regarding the provision of essential services for students and provision of in-person instruction and counseling supports for reopening of schools consistent with maintaining safe conditions as set by San Diego County Department of Public Health (“SDCDPH”) to ensure the safe delivery of these counseling services. Parties have previously agreed to MOUs related to Coronavirus-19/COVID-19 Small Groups Supports on November 6, 2020, Impact and Effects of Coronavirus-19/COVID-19 Distance Counseling and Reopening on December 8, 2020, and COVID Leave Extension on February 16, 2021, which are still in place and are valid except as addressed herein in a manner that is inconsistent with the items below or as noted in section 16.

**DEFINITION**
“Hybrid-counseling” - this refers to counselors returning to work on site to work with in-person student population while continuing to address the needs of distance learning student population in different modalities than traditional counseling services.

1. **RETURNING STUDENTS:**
   Upon establishing the standards of reopening set forth by the Board of Trustees, counselors will continue to provide in-person “hybrid counseling” services to District students for the remainder of 20—21 school year consistent with the terms of this MOU and the other safety protocols set forth in MOUs above.

2. **COUNSELING CENTER & INDIVIDUAL COUNSELING OFFICE CAPACITY**
   The District shall ensure minimum physical distancing of six (6) feet between all student work spaces, between counselor and student workspaces, and between all employee workspaces.

   Counseling physical distancing shall continue to be no less than six (6) feet apart. When possible and practical, physical distancing shall be expanded.

   Each counseling center and individual counseling office shall be assessed for maximum capacity occupancy based on 6 feet social distancing requirements and occupancy shall not exceed the capacity at any time. To effectuate these determinations, the head counselor or counselor designee appointed by the counseling team and principal or designee shall conduct a walk-through of
counseling center and counselor offices to establish how the center will confirm
the following guidelines are implemented prior to counselors occupying offices:

A. Each counseling center entrance and individual counseling office
door shall post a visible sign that includes maximum occupancy and
reminder to maintain 6 feet social distancing and following other
COVID safety protocols.

B. If the counseling center and/or individual counselor office has reached
maximum capacity, those present may stop allowing additional
people to enter until the capacity drops.

C. Each counseling center and individual counseling office shall place
floor markers to maintain safety, guide individuals and remind
students of 6 feet social distancing guidelines.

D. Each counseling center and counselor office shall have floor decals
marking one-way walkways with arrows to ensure and maintain safe
distancing protocols are followed.

E. Each counseling center and counselor office may need to be adjusted
or remove seating to allow for the correct amount of space between
individuals. If seating is not removed, then signs shall be used to
designate which chairs and/or tables are open or out of use to maintain
safe social distancing.

3. PREPARATION FOR REOPENING:
Prior to reopening, counselors will be provided two (2) planning days to prepare
for reopening. The tentative planning dates shall be April 5th & April 6th; should
these dates change for other units the District shall immediately discuss with
SCGA.

A. The first half of day will be directed by the site principal or district
and will include safety training.

B. The second half of day one and all of day two shall be counselor
directed and counselor planning. This may also include counselor
co-created professional development for no more than one half day.

C. If counselors are not returning to the same school site (i.e. some
returning after the layoff and reemployment), the counselor shall be
provided one (1) planning day as coordinated with their site
administration to move into new office space.

4. PROCESS AND PROCEDURES:
Consistent with small group protocols in the November 12, 2020 MOU, daily
health screening shall continue for all staff, including SCGA bargaining unit
members, students and parents/guardians who enter campus. This will include
having touchless temperature check by School staff. Unit members do not conduct
the student’s health screening.
All employees, parents/guardians and students are required to wear face coverings at all times, unless exempt from a medical professional; this professional may also identify additional safety protocols (if any).

Separately designated bathrooms for staff and students shall be available. Where available, windows and doors will be open to allow cross ventilation.

No eating or drinking will be permitted by students and their families in Counseling Centers and counseling offices. Students and staff can take a break (at least 6 feet) to take a mask/water break.

5. **STUDENTS WHO CANNOT WEAR MASKS:**
Parties commit to employee safety and will provide an alternate meeting location (i.e., outside) at counselor’s discretion. Upon counselor’s request, additional PPE may be requested such as one N95 mask will be provided.

6. **IONIZERS:**
   A. Parties agree that all counseling center offices have operational ionizers and HVAC systems installed. The district will provide a list locations ionizers were installed to the association before April 5, 2021. HVAC units will be on before school and after school with extra air circulating flushes after students and staff have exited for the school day (including running the HVAC from 6am to 6pm on duty days).
   B. A list of designated rooms with ionizers will be accessible and regularly updated for all staff to view.
   C. Sites will develop protocols for counseling office spaces with nonfunctional ionizer and HVAC units to determine where the counselor will move to another designated office space with functioning ionizer and HVAC unit not currently being used in the reopening session.
      a. For spaces not owned by the District, this may include an off-site location, and student meetings on campus can be held at an outdoor location when possible.
   D. Where possible, the site will identify at least one (1) extra office space/classroom that has functioning HVAC and ionizer set ups for the counseling team as needed.

7. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
All SCGA represented employees 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 or masks (no valve masks) (required)
B. Face Shields and/or gloves (upon employee request)
C. Hand sanitizer and/or hand washing location (required)
D. Plexi-Glass Dividers (upon employee request)

8. WORK EXPECTATIONS
Parties acknowledge that while it is their intent that counselors are reporting to campus daily to assist students following student in-person reopening, section 6.04 from the December 8, 2020 MOU is still in place except as modified by the language below. Unless SEA unit members on a counselor’s site are required to report to their site on Fridays, the same shall apply to SCGA unit members.
Counselors and administrator will prepare a weekly calendar for the upcoming week by end of the day Wednesday. This sets forth major objectives for the following week and explicitly notes any days that counselors cumulatively or individually will need to meet work expectations in person at their assigned site to work with students, families or otherwise meet student needs. This is intended to provide counselors time to arrange their calendars for the upcoming week. This will allow all counseling spaces to be cleaned in advance of the counselor's presence.
Counselor’s work expectations will be focused on those items in a counselor’s job descriptions and the counselor’s assigned caseload shall remain the same. The job responsibilities of the school counseling profession shall be respected and honored to allow counselors to support their students and complete their counseling work expectations and responsibilities.

9. MASTER SCHEDULE
The normal function in developing and supporting the master schedule throughout the second semester shall continue. It is not the expectations of the parties that major master schedule balancing and scheduling changes to accommodate hybrid-learning for second semester will occur, although there may be individualized instances where it is needed based on individual student need.

10. CLASS COVERAGE:
If counselors are asked to provide class coverage, the rate for class coverage shall be at the contractual rate, so long as they are only covering the in person students and not expected to cover the distance learning provision. Counselors shall not be required to cover classes during hybrid in person reopening.

11. WORK SCHEDULE
Parties acknowledge that these are extraordinary circumstances to be providing counseling services and support to students through hybrid-counseling, and parties recognize that flexibility may be required in light of these challenges presented during this pandemic (childcare, picking up children from school, taking care of sick family members, etc.) which can be discussed and coordinated with the immediate supervisor. This flexibility may include the need to schedule flexibility
to adjust to meeting student needs. However, this flexibility is intended to assist counselors in how they arrange their in person time on site, not to minimize counselors’ presence on campus.

12. **PROFESSIONAL DEVELOPMENT**
The parties acknowledge that COVID has impacted many of our students’ emotional well-being. Each school site counseling team shall receive $600 for professional development to address new social emotional trends triggered by COVID, through the submission of a proposal to their site administrator explaining how the resources will support student needs and how the information will be shared with the entire bargaining unit. These funds may be used to purchase research books on social emotional support topics, Regional or virtual SEL training, books, ASCA memberships. etc.

13. **ADULT SCHOOL**
Adult schools are providing in person small group supports to students but are not providing expansive in-person instruction for classes. As such, the Impact and Effects of Coronavirus-19/COVID-19 Distance Counseling and Reopening on December 8, 2020, shall apply, particularly 6.04, 6.05, and 6.08 until which time a more expansive offering occurs.

14. **SB 86**
A. If the District is able to meet SB 86 guidelines to secure additional funding, Counselors who return to in person hybrid counseling each day of the week for the entire period of time between April 12, 2021 and April 30, 2021 (except where on approve sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of April of 7%, based on the work required to implement a new system of hybrid counseling and the level of flexibility needed in offering the services to make sure we can serve all students set forth in SB 86.

B. Counselors working in person hybrid counseling each day of the week for the entire period of time between May 3 – June 4, 2021 (except where on approve sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of May and June of 2%, based on the work required to implement a new system of hybrid counseling and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.

C. If we are unable to meet SB 86 incentives for the month of April, May or June, the aforementioned incentives will not be provided.

15. **Child Care**
Counselors with children of school age that need childcare due to school closures, may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children’s safety and behavior; the district or other district staff cannot be responsible for the teacher’s children’s safety on campus. Further, the District is working to identify child care sites to accommodate non-school aged and school aged child care at no cost to
teachers. The District will send a survey to counselors the week of March 10, 2021 to see what, if any, child care needs counselors have and will work to provide them options.

16. **PREVIOUS MOUS**

Parties have reviewed the previous MOUS regarding distance learning and have determined safety protocols of the MOUs apply except where modified herein. As to non-safety provisions:

- **November 6, 2020** — As to small groups, the MOU provisions still apply to counselors voluntarily operating small groups outside the workday, as funding is determined available by site principal.

- **December 8, 2020** — The parties believe except as stated herein or in this MOU, the December 2020 MOU applies. As it relates to Work Schedules and Work Expectations Section, these will apply through the counseling team and management discussions weekly as set forth in Section 8. Sections 6.03, 6.07 and 6.10 still apply. As it relates to the Training and Returning to Work sections, this MOU address the planning time and training requirements. As to the Child Care section, this MOU addresses offering Child Care for counselors. As to requirements to wear masks, they are modified as required by law in this MOU.

17. **TERM**

This agreement will sunset at the end of the 2020-21 school year; the parties agree to continue to meet regarding Summer School preparation and Summer School counseling services and 2021-22 reopening.

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