

Tentative Agreement
Between
Elk Grove Unified School District
And
Psychologists and Social Workers Association
Regarding
2020-2021 and 2021-2022
November 5, 2021

The Elk Grove Unified School District ("District") and the Psychologists and Social Workers Association ("PSWA"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding the 2020-2021 and 2021-2022 school years.

Unless otherwise specified in this Agreement, the effective date of each of the terms of this Agreement specified below shall be July 1, 2021.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and PSWA will continue to meet and confer regarding changes to safety protocols. PSWA will cooperate with the District in any necessary public health actions.

2. Full Return to In-Person Instruction 2021-2022 School Year.

The Parties agree that the District has the sole and exclusive discretion working in consultation with State and County Health officials and in compliance with State and Local Health orders and laws to determine the status of the in-person instructional model. For the 2021-2022 school year and consistent with all State and County Health orders and laws, the District has determined that unit members and students shall fully return to in-person instruction.

a. Reasonable Accommodations and Interactive Process.

The Parties agree that if a unit member believes that they are unable to return to full in-person student instruction for the 2021-2022 school year due to a disability or medical condition, the unit member should contact the District's Human Resources Department to schedule an interactive process to determine whether they are eligible for reasonable accommodations.

C.J.
DR

3. 2020-2021 and 2021-2022 Ongoing Compensation.

a. 2020-2021 (2%).

Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 PSWA salary schedule consistent with the attached 2020-2021 #12, and #13 PSWA salary schedules.

b. 2021-2022 (2%).

Effective July 1, 2021, the equivalent of two percent (2%) shall be added to the new 2020-2021 PSWA salary schedule consistent with the attached 2021-2022 #12 and #13 PSWA salary schedules.

c. The Parties agree that the section 3(a) and section 3(b) retroactive payments shall not apply to any supplemental pay.

4. 2021-2022 One-time Compensation.

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of percent (2%). This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021.

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Agreement, PSWA's unit members shall receive a one-time off-of-the-schedule payment of percent (2%). This one-time payment shall be prorated for less than full time employees. To be eligible for this one-time payment, the employee must be in paid status with the District on October 15, 2021. This one-time payment will be calculated based on the PSWA unit member's actual paid days working in an PSWA's unit members position at the time the one-time payment is calculated and applying the PSWA unit member's paid status with the District on the date of October 15, 2021.

5. Two Additional Professional Development Days (2021-2022 and 2022-2023).

a. PSWA and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school years only, outside of the unit member's contracted work year focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

b. Unit members shall receive per diem pay for full day participation in such training.

CJ
DK

6. Comparability Study.

The Parties agree to participate in a comparability study.

7. Evaluations.

Please see attached Evaluations Pilot MOU.

8. Leaves-Bereavement.

The Parties agree to replace Section 13.7 of the collective bargaining agreement regarding Bereavement as follows effective July 1, 2021:

~~13.7 BEREAVEMENT LEAVE All bargaining unit members shall be granted three (3) paid leave of absence days within the State of California or five (5) paid leave of absence days if out of state, for death of any member of his/her immediate family. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required~~

13.7. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, step parent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

13.7.1 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 13.7 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

Bereavement Leave days shall not be deducted from the sick leave balance.

C.J.
DK.

9. Leaves-New Paid Pregnancy Disability Leave.

The Parties agree to the following new Section 13.11 Pregnancy Disability Leave provisions and to move the existing Sections 13.11.1, 13.11.2 and 13.11.3 to the end of Section 13.11 of the collective bargaining agreement and renumber as follows effective July 1, 2021:

New 13.11. Paid Pregnancy Disability Leave

During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

13.11.4 2 After use of the above Paid Pregnancy Disability Leave, a unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use his/her sick leave for the above.

13.11.2 3 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.

13.11.3 4 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

C.J.
DR

The Parties agree to the following new COVID-19 Supplemental Paid Sick Leave provisions:

10. California COVID-19 Supplemental Paid Sick Leave

The Parties agree to the following Supplemental Paid Sick Leave provision:

California COVID-19 Supplemental Paid Sick Leave (SB 95 and California Labor Code Section 248.2)

Effective October 1, 2021, if the California COVID-19 Supplemental Paid Sick Leave law is not extended by law or order and is also not replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law by October 1, 2021, then for the remainder of the 2021-2022 school year, the District agrees to continue to provide the equivalent of the California COVID-19 Supplemental Paid Sick Leave to unit members. This section shall expire unless otherwise agreed upon by the parties on June 30, 2022.

If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order, or is replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law, then the Parties agree to meet and negotiate the effects of this new leave.

Unit members are entitled to a maximum of ten days of this Supplemental Paid Sick Leave per the 2021-2022 school year. If this Supplemental Paid Sick leave is extended by the District under the terms of this section, then beginning on October 1, 2021, employees, who are not directed by the District to quarantine, will be required to provide medical verification, or proof of vaccine for reasons related to side-effects, or proof of COVID-19 test result in order to be eligible for this Supplemental Paid Sick Leave. If a situation does not fall within any of the above referenced means of verification, the unit member may appeal to the Chief Human Resources Officer for review.

When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19 related workers' compensation and Cal-OSHA laws shall also apply.

In the event that a unit member has questions related to available leaves or has concerns about the exhaustion of available leaves, the unit member may contact the Human Resources Department for guidance.

C.J.
DR

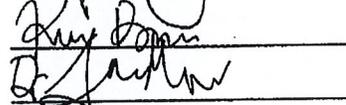
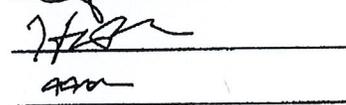
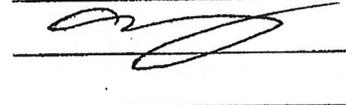
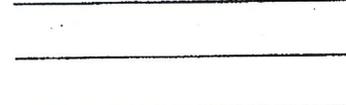
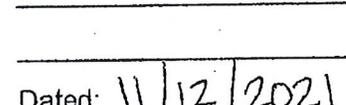
11. Duration.

The Parties agree to revise Article 21 as follows:

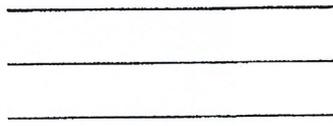
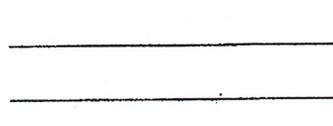
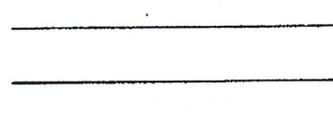
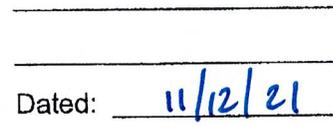
Section 21.1

The collective bargaining agreement between the parties shall be effective from July 1, ~~2017~~ 2020 to June 30, ~~2020~~ 2022. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. For the ~~2019-2020~~ 2022-2023 school year, the parties agree to reopen negotiations on salary, benefits and an additional two articles identified by each party.

For PSWA

For EGUSD

Dated: 11/12/2021

Dated: 11/12/21

C.T.

**ELK GROVE UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS SALARY SCHEDULE
2020/21**

| PSYCHOLOGISTS SCHEDULE #12 | | |
|---------------------------------------|---------------------------|---|
| STEP | INITIAL SALARY | INITIAL SALARY +15 UNITS |
| 1 | \$67,596 | |
| 2 | 71,845 | |
| 3 | 76,940 | |
| 4 | 82,538 | |
| 5 | 87,915 | |
| 6 | 93,311 | |
| 7 | 99,713 | |
| 8 | | \$105,260 |
| 9 | | 106,489 |
| 10 | | 107,718 |
| 11 | | 108,947 |
| 12 | | 110,176 |
| 13 | | 111,405 |
| 14 | | 112,635 |
| 15 | | 113,864 |
| 16 | | 115,093 |
| 17 | | 116,322 |
| 18 | | 117,551 |
| 19 | | 120,050 |

PSYCHOLOGISTS WORK YEAR: 195 DAYS

New Psychologists Hired After July 1, 2016:

1. New employees with no prior school psychology work experience shall be assigned to Step 1.
2. Only new employees hired after July 1, 2016 shall receive one year of salary schedule credit for each full year of experience working as a Pupil Personnel Services (PPS) credentialed School Psychologist up to a maximum of fifteen (15) years of prior School Psychologist experience credit for a maximum salary schedule entry level of Step 16.

"Full year" is defined as working as a PPS Credential Psychologist at least 75% of a school year. Fractional parts of one (1) school year may not be combined to meet the 75% of a school year requirement. Prior experience must have occurred within 15 years immediately preceding hire date with the District.

3. Only new employees hired after July 1, 2016 who worked for the Elk Grove Unified School District or another public school district as a paid Psychologist Intern for 75% of the school year or more shall receive one year of salary schedule credit, if they are employed by the District as a Psychologist.
4. Only new employees hired after July 1, 2015 shall receive salary schedule credit for the following:
 - a. College semester units achieved after receiving their Pupil Personnel Services credential and prior to working for Elk Grove Unified School District. Quarter Units equal 2/3 of a Semester Unit.
 - b. Credit shall be given for those units that are consistent with the criteria established by the Board of Behavioral Sciences and the Commission on Teacher Credentialing (Continuing Education Units).

Psychologists Hired Prior To July 1, 2015:

Items 1 through and including 4 above regarding employees hired after July 1, 2015 shall not apply to Psychologists hired prior to July 1, 2015.

Psychologists:

A Doctoral bonus will be paid to Psychologists each year in an amount equal to 8.25% of Step 1. Licenses in Marriage & Family Therapy (MFT), Licensed Educational Psychologist (LEP), and Nationally Certified School Psychologist (NCSP) will qualify for a bonus to be paid each year in an amount equal to 8.05% of Step 1.

SUBSTITUTE EMPLOYEES - The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 07/01/2020: increase 2.0% to the 2019-2020 salary schedule.

Board Approved:

CJ.
DR

**ELK GROVE UNIFIED SCHOOL DISTRICT
SOCIAL WORKER SALARY SCHEDULE
2020/21**

| SOCIAL WORKER SCHEDULE #13 | | |
|---------------------------------------|---------------------------|---|
| STEP | INITIAL SALARY | INITIAL SALARY +15 UNITS |
| 1 | \$63,527 | |
| 2 | 64,905 | |
| 3 | 66,302 | |
| 4 | 67,795 | |
| 5 | 70,131 | |
| 6 | 72,483 | |
| 7 | 74,908 | |
| 8 | 77,762 | |
| 9 | 80,825 | |
| 10 | 83,946 | |
| 11 | 87,075 | |
| 12 | 90,262 | |
| 13 | 93,552 | |
| 14 | | \$99,100 |
| 15 | | 100,329 |
| 16 | | 101,558 |
| 17 | | 102,786 |
| 18 | | 104,016 |
| 19 | | 106,522 |

SOCIAL WORKER WORK YEAR: 192 DAYS

New Social Workers Hired After July 1, 2016:

1. New employees with no prior social worker work experience shall be assigned to Step 1.
2. Only new employees hired after July 1, 2016 shall receive one year of salary schedule credit for each full year of experience working as a Social Worker up to a maximum of fifteen (15) years of prior School Social Worker experience credit for a maximum salary schedule entry level of Step 16. "Full year" is defined as working as a Social Worker at least 75% of a school year. Fractional parts of one (1) school year may not be combined to meet the 75% of a school year requirement. Prior experience must have occurred within 15 years immediately preceding hire date with the District.
3. Only new employees hired after July 1, 2016 who worked for the Elk Grove Unified School District or another public school district as a paid Social Worker Intern for 75% of the school year or more shall receive one year of salary schedule credit, if they are employed by the District as a Social Worker.
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Social Workers Hired Prior To July 1, 2015:

Items 1 through and including 4 above regarding employees hired after July 1, 2015 shall not apply to social workers hired prior to July 1, 2015.

Social Workers:

A Doctoral bonus will be paid to Social Workers each year in an amount equal to 8.25% of Step 1. Licensed Clinical Social Worker (LCSW) licenses will qualify for a bonus to be paid each year in an amount equal to 8.05% of Step 1.

SUBSTITUTE EMPLOYEES - The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 07/01/2020: increase 2.0% to the 2019-2020 salary schedule.

Board Approved:

C.J.
DR

**ELK GROVE UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS SALARY SCHEDULE
2021/22**

| PSYCHOLOGISTS SCHEDULE #12 | | |
|---------------------------------------|-------------------|--------------------------------|
| STEP | INITIAL SALARY | INITIAL SALARY +15 UNITS |
| 1 | \$68,948 | |
| 2 | 72,056 | |
| 3 | 77,151 | |
| 4 | 82,749 | |
| 5 | 88,126 | |
| 6 | 93,522 | |
| 7 | 99,924 | |
| 8 | | \$106,270 |
| 9 | | 107,870 |
| 10 | | 109,470 |
| 11 | | 111,070 |
| 12 | | 112,670 |
| 13 | | 114,270 |
| 14 | | 115,870 |
| 15 | | 117,470 |
| 16 | | 119,070 |
| 17 | | 120,670 |
| 18 | | 122,270 |
| 19 | | 124,041 |

PSYCHOLOGISTS WORK YEAR: 195 DAYS

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SUBSTITUTE EMPLOYEES - The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 07/01/2021: increase the equivalent of a 2.0% to the 2020-2021 salary schedule.

Board Approved:

C.J.
DR

**ELK GROVE UNIFIED SCHOOL DISTRICT
SOCIAL WORKER SALARY SCHEDULE
2021/22**

| SOCIAL WORKER SCHEDULE #13 | | |
|---------------------------------------|---------------------------|---|
| STEP | INITIAL SALARY | INITIAL SALARY +15 UNITS |
| 1 | \$64,798 | |
| 2 | 66,203 | |
| 3 | 67,628 | |
| 4 | 69,151 | |
| 5 | 71,534 | |
| 6 | 73,933 | |
| 7 | 76,406 | |
| 8 | 79,317 | |
| 9 | 82,442 | |
| 10 | 85,625 | |
| 11 | 88,817 | |
| 12 | 92,067 | |
| 13 | 95,423 | |
| 14 | | \$101,082 |
| 15 | | 102,336 |
| 16 | | 103,589 |
| 17 | | 104,842 |
| 18 | | 106,096 |
| 19 | | 108,652 |

SOCIAL WORKER WORK YEAR: 192 DAYS

New Social Workers Hired After July 1, 2016:

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Effective 07/01/2021: increase 2.0% to the 2020-2021 salary schedule.

Board Approved:

C.J.
DR

Memorandum of Understanding
between
Elk Grove Unified School District
and the
Psychologists and Social Workers Association
School Psychologist Performance Evaluation Pilot Agreement
2021-2022 School Year
September 2, 2021

The Elk Grove Unified School District (EGUSD) and the Psychologists and Social Workers Association ("PSWA"), collectively referred to as the "Parties", agree to the following Memorandum of Understanding ("MOU" or "Agreement") regarding the process and documentation of PSWA School Psychologist performance evaluations.

Background

1. The Parties have been in the process of negotiating an updated PSWA School Psychologist performance evaluation process and documentation. Both Parties desire to pilot the new School Psychologist performance evaluation process including documentation for the 2021-2022 school year. At the end of 2021-2022 school year, the Parties will negotiate whether to finalize this updated School Psychologist evaluation process and include the related forms in the Parties' collective bargaining agreement or to continue this pilot Agreement.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Background. The Background information set forth above is true and correct.

2. Collective Bargaining Agreement. The Parties agree that for the 2021-2022 school year, the following terms of the Parties' collective bargaining agreement and the use of any previously utilized School Psychologist evaluation forms shall be suspended relative to School Psychologists during the term of this one-year Pilot MOU:

- Section 10.2
- Section 10.3
- Section 10.4
- Section 10.5
- Section 10.6
- Section 10.7
- Section 10.8
- Any and all previously utilized School Psychologist evaluation forms.

C.S.
DR

3. Pilot School Psychologist Performance Evaluation Process and Forms. The Parties agree to the following evaluation process and forms for the 2021-2022 school year.

A. Goals of School Psychologist Evaluation Process.

The Parties agree that the goal of this School Psychologist performance evaluation process is fourfold:

- Provide feedback regarding the overall quality of provided psychological services.
- Identify services in need for enrichment.
- Guide professional growth.
- Encourage increased effectiveness of provided psychological services.

B. School Psychologist Performance Evaluation Process (5 Steps).

1. Notice & Evaluation Process Orientation.

a. The School Psychologist and administrators are notified about evaluation process, timeline, resources, and forms within 30 school days of the beginning of the traditional school year.

b. Forms provided to the School Psychologist include the *Job Performance Evaluation Form* and *Goals Page*. (Attachments A and C)

2. Initial Collaborative Conference (Via phone, email or face-to-face meeting).

a. On the *Job Performance Evaluation Form* the School Psychologist and administrator collaboratively decide together the domains that are relevant to the employee's current assignment and check these areas on the form.

b. Collaboratively, the administrator and School Psychologist identify at least 3 domains to self-evaluate, with the administrator having the final determination regarding the domains.

3. Self-Evaluation.

a. Based on the domain(s) selected, the School Psychologist determines a baseline via self-reflection and data (school site data, previous work year's data, survey, etc.).

b. Each School Psychologist drafts SMART goal(s) on the *Goals Page* and completes an action plan.

c. Each School Psychologist sends their SMART goals to their administrator by a date determined by their Supervisor.

4. IF NEEDED → Collaborative Goals Setting Meeting.

C.S.
DL

a. Once the administrator has received the School Psychologists' goals, they will communicate to the School Psychologist, whether a follow up meeting to review goals is necessary.

5. Final Conference.

a. Before the final conference, the School Psychologist collects final evidence of their progress toward each goal and submits "progress toward goals" information to the administrator.

b. The administrator completes *the Job Performance Evaluation Form* with ratings using evidence provided by the School Psychologist and the administrator provides final evaluation recording the evidence.

c. The administrator and School Psychologist meet to discuss the final evaluation.

C. Pilot School Psychologist Performance Evaluation Documentation.

The Parties agree that the following School Psychologist forms and process information will guide the Parties regarding implementation of this pilot MOU for the 2021-2022 school year as follows:

1. Job Performance Evaluation 1 (Attachment A)
2. Evaluations Flow Chart (Attachment B)
3. Evaluation Sample Goals 1 (Attachment C)
4. Evaluation Sample 1 (Attachment D, for illustration purposes only.)

4. Resolution of Disputes. In the event that there are any issues regarding implementation of this MOU, the parties agree to meet and negotiate regarding a resolution to such issues. This pilot MOU is not subject to the grievance procedures included in the Parties' collective bargaining agreement.

5. Non-Precedential. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

6. Subsequent Years. The Parties agree to meet and negotiate prior to the end of 2021-2022 school year regarding whether to continue this MOU in subsequent school years or to incorporate the terms of this MOU into the parties' next collectively bargained Tentative Agreement. This MOU shall expire on June 30, 2022, unless another agreement is reached to extend this MOU or to incorporate the terms of this MOU into a Tentative Agreement between the Parties.

C.J.

DF

For PSWA

[Handwritten signature]

Date: 9/7/2021

For District

[Handwritten signature]

Date: 9/7/2021

*CJ.
DK*