

FIRST ADDENDUM MEMORANDUM OF UNDERSTANDING
TO
August 14, 2020 Memorandum of Understanding
between
Elk Grove Unified School District
and
Psychologists and Social Workers Association
In Response to COVID-19 Coronavirus

2020-2021

December 15, 2020

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 first Addendum Memorandum of Understanding ("First Addendum MOU") to the Parties' August 14, 2020 Memorandum of Understanding ("August 14, 2020 MOU") in response to the COVID-19 Coronavirus. The original 2020-2021 MOU between the Parties shall remain in place for times when the District is in Distance Learning; this First Addendum MOU will address working conditions specific to partial in-person models, i.e. In-Person/Concurrent, Small Group Cohort, Pre-Transitional, and Transitional.

The Parties agree to the following:

1. In-Person/Concurrent Model. The Parties agree that all references to the Transitional Learning Model included in the Parties' August 14, 2020 MOU shall be amended by this First Addendum MOU to also include the In-Person/Concurrent Model of Instruction and Services. For example, such references shall be described as follows: "Transitional Learning Model and/or In-Person/Concurrent Learning Model".

2. The Parties agree that the County Public Health Department has authorized school districts in the county to reopen for in-person learning consistent with health and safety protocols. Consistent with the Parties' August 14, 2020 MOU including, but not limited to section D (2) regarding transitions between models and section F regarding Meet and Confer and Working Conditions, this First Addendum MOU completes the meet and confer process and effects negotiations regarding transitions between the Distance Learning Model and the In-Person/Concurrent Learning Model, and subsequent decisions regarding transitions to other in-person models.

3. Additional COVID-Related Leave. The Parties agree to the following "Additional COVID-Related Leave".

Pursuant to Section B (4) of the Parties' August 14, 2020 MOU, titled Compliance with Safety Mitigation Orders: "The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. In addition, the Parties agree that unit members shall comply with the attached COVID-19 District Safety and Mitigation Guidelines.

Unit members shall be provided with up to 10 days of additional leave consistent with the criteria i, ii, and iii listed in Section C (2) of the Parties' August 14, 2020 MOU, Federal

Families First Coronavirus Response Act (FFCRA). Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:

- a. Unit member cooperates with and complies with contact tracing; and
- b. Unit member agrees to get tested for COVID-19 at no cost to the unit member either through medical insurance or County Public Health and provides evidence of testing; and
- c. Unit member will exhaust leave provided by the FFCRA, if applicable. This Additional COVID-Related Leave can be accessed prior to use of sick leave.

4. Compensation. The Parties acknowledge that negotiations for the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary work conditions have ensued, as such unit members have adapted, and will be participating in additional duties and practices for the 2020-2021 school year.

As such, the District will make a one-time, one percent (1%) off of the salary schedule payment to unit members, based upon the unit member's actual 2020-2021 base salary. In order to be eligible for this one-time payment, unit members must be in paid status and in position control as of November 1, 2020 and shall not apply to unit members who are in unpaid status. The Parties agree that payment will be paid after the beginning of the 2021 calendar year.

5. Childcare.

- a. Due to the confidential nature of student assessments, as well as the support and services provided by PSWA unit members to students, unit member will not be able to bring their children to work during the In-Person/Concurrent instructional model.
- b. The Parties also agree that, for the 2020-2021 school year or until all students can return to everyday instruction, the District will work with independent childcare providers that lease District space and pay fees and charges to the District to encourage such providers to prioritize District employees' children for childcare openings. The parties agree that this arrangement may result in the District waiving fees and charges required of these providers to provide childcare for District employees.
- c. In unique situations, when feasible, where school-age childcare is an issue for unit members due to the pandemic and the child(ren) are EGUSD students, the District will consider several factors including but not limited to available work spaces, social distancing considerations, and will explore the option for EGUSD students to attend their assigned EGUSD class for more than 2 days per week, space permitting. Such arrangement will need approval from the Associate Superintendent, or designee.

6. COVID-19 District Safety and Mitigation Guidelines.

a. The Parties agree that this MOU addresses the implementation of the In Person/Concurrent instructional model and use of distance learning and services in accordance with mitigation protocols as required by federal and State health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school year, and/or for the duration of any orders from public agencies with jurisdiction over the District.

b. EGUSD COVID-19 Testing Plan (No Cost Asymptomatic Testing-Every Two Months)
The District has partnered with Sacramento County Public Health with multiple locations throughout the county. The District commits to remaining a partner in this program for the duration of time that the Sacramento County Public Health continues to offer the program.

It is recommended that all employees who work closely with students sign-up for COVID-19 testing every two (2) months. Locations and scheduling procedures are available on the District's website and will be shared with all employees.

Available testing options for EGUSD employees:

- Sacramento County Public Health testing sites
- Kaiser Permanente for Kaiser Members

Please see the attached 2020 Sacramento County Public Health Protocols and District guidelines, which are subject to change as a result of State, Local, and federal orders.

c. In-Person Assessment and Individual Counseling. During the In-Person/Concurrent instructional model, when students require in-person assessment and individual counseling, the screening and safety protocols for assessments pursuant to the Parties' August 14, 2020 MOU will remain in place for the remainder of the school year if a student assessment requires close contact with students, per the County Public Health Department's definition of "close contact."

8. Working Conditions. During the In-Person/Concurrent instructional model, unit members are required to be on site during all of their contractual work hours.

a. The Parties agree that unit member working conditions, shall be consistent with (1.) California law and local County orders (including SB 98, SB 820 and any other subsequently adopted state law or order), (2.) the August 14, 2020 MOU, and (3.) this First Addendum MOU.

b. The District is committed to providing unit members with work spaces that are conducive to high quality student services.

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- Work locations shall be arranged so applicable social distancing will be maintained by students and staff.

- In the event that a work space cannot be provided that meets health and safety requirements, unit members shall notify the site or program administrator immediately and an alternative work space shall be arranged until a work space can be modified to meet health and safety requirements directly related to COVID-19. If any concerns arise regarding suitable work spaces, PSWA and EGUSD will meet and confer.
- If issues arise regarding work spaces, administrators and/or supervisors will work with unit members to address any issues in a reasonable amount of time.
- The Parties recognize that flexibility will be required in ensuring the above regarding the safety of work spaces and in meeting District, school-site and student needs relative to in-person assessments and counseling sessions.

9. The Parties agree that this First Addendum MOU, when read together with the August 14, 2020 MOU, represents the complete agreement between the Parties regarding the 2020-2021 response to the COVID-19 Coronavirus. If there is a conflict between the provisions in this First Addendum MOU and the August 14, 2020, the provisions of this First Addendum MOU shall apply and take precedence. The Parties agree that there are no other verbal or written understandings in addition to these MOUs that are dated prior to the date of this First Addendum MOU and the August 14, 2020 MOU.

10. The Parties agree that these MOUs shall not create a precedent for any purpose and shall expire on June 30, 2021.

FOR PSWA

Dated

FOR EGUSD

Dated



12/16/20



12/18/20

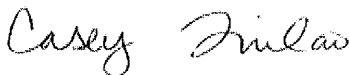


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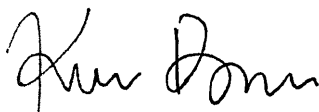
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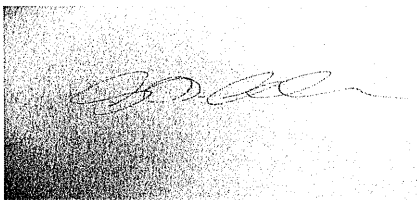
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