

**MEDIATED SETTLEMENT AGREEMENT
BETWEEN MDSPA AND MDUSD
MARCH 2, 2022**

Article 12 – SALARIES

44. Increase and Pay Rates

2019-20

- ~~Status quo [no change] Effective July 1, 2019, a 3% ongoing salary increase to the salary schedule ("Me Too")~~
- ~~Add Salary Steps 9 to 35, with 1% increase in salary from the previous step.~~

2020-21

- ~~Status quo [no change] Effective July 1, 2020, a 3% ongoing salary increase to the salary schedule ("Me Too")~~
- ~~Add Salary Steps 9 to 35, with 1% increase in salary from the previous step.~~

2021-22

- Effective July 1, 2021 the bargaining unit shall receive the value of an ongoing salary increase of three percent (3%) allocated to the salary schedule as set forth in the attached table (See "Updated MDSPA Salary Schedule 2021-2022"). An additional three percent (3%) one-time off schedule payment for all unit members calculated before the salary schedule adjustment is applied shall be paid. No later than 30-days after ratification of this tentative agreement, the District shall make the off-schedule payment to all unit members employed as of the date of ratification.
- District will continue with its current benefit contribution and will not adjust benefit rates for MDSPA unit members for the 2021-2022 school year despite the rate increase in excess of 4%.
- ~~Additional 2% off schedule salary increase. Effective July 1, 2021, a 3% ongoing salary increase to the salary schedule~~
- ~~Add Salary Steps 9 to 35, with 1% increase in salary from the previous step.~~

"Me Too Agreement"

If the district reaches a final, ratified agreement with MDEA which provides for an across-the-board salary schedule increase (or increase in district medical benefits

contribution) in excess of the increase given to MDSPA, then MDSPA bargaining unit members will receive the same percentage salary (or medical benefits) increase for the same school years (as a "me too") with the same effective date for MDSPA unit members as of the date of ratification. Salary and medical benefits are defined solely as annual base salary and medical benefits.

If a challenge is made to any District calculations, the parties shall promptly meet to discuss the difference between them and attempt to reach resolution. If no resolution is reached, MDSPA may file a grievance (and no salary or benefit adjustment will be made pending the resolution of the grievance). Only the MDSPA unit may grieve an alleged violation of this agreement or any of its provisions. No individual unit member may grieve or file any claim concerning an alleged violation of this "me too" agreement or any of its provisions. The right of individuals to file such claims will be deemed expressly waived by the ratification of this agreement by the bargaining unit.

This agreement excludes any reclassification or reorganization of any other units, and does not encompass any compensation increase for any District employees other than increases in base salary and base medical benefits as specifically identified above as part of successor or reopener contract negotiations with other units. For example, an agreement regarding class sizes, or work year calendar days, or changes to individual positions in other units (e.g. changes to some positions due to minimum wage changes), or agreements outside of successor or reopener negotiations with other units, which arguably impact compensation, will not trigger any obligation under this Agreement. Such changes in working conditions or compensation items other than annual base, salary and medical benefits, or those negotiated by other District employees, do not create any District obligation under this Agreement. This "me too" agreement shall be considered a part of the agreement and applies for the 2019-2022 contract term only and expires at the end of the MDSPA contract term.

~~The parties agree that if the District and MDEA's representatives negotiate a total compensation increase in excess of what MDSPA is receiving during the term of this agreement, then MDSPA shall receive any additional increase that is higher than the MDSPA salary increase provided by this agreement (the difference between the salary to MDSPA under this contract and the salary increase subsequently negotiated by MDEA's exclusive representatives) based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, and cash in lieu of benefits. This "me too" agreement excludes any reclassification or reorganization of other units. This "me too" agreement shall be considered a part of the agreement and apply for the 2019-2022 contract term only.~~

~~The parties agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what MDSPA is receiving during the term of this agreement under this contract, then MDSPA shall receive the any additional same increase that is higher than the MDSPA salary increase provided by this agreement (the difference between the salary to MDSPA under this contract and the salary increase subsequently~~

~~negotiated by other recognized exclusive representatives and unrepresented groups) based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, and cash in lieu of benefits, and days of work. This "me too" agreement excludes any reclassification or reorganization of other units. This "me too" agreement shall be considered a part of the agreement and apply for the 20196-202219 contract term only.~~

a. Summer School

The rate of pay for summer school service shall be \$30/hour for Psychologists and Behavior Health Specialists II on steps 1 and 2, \$35/hour for steps 3 and 4 and \$40/hour for steps 5 and above. The rate of pay for summer school service for Behavior Health Specialists I shall be \$25/hour for Step 1, \$27/hour for Step 2 and \$29/hour for Step 3. The unit member shall be considered to be on the step for the year of service immediately prior to the summer school service.

Unit members providing summer school services shall be paid at their prorated daily salary rate. If the District increases the pay rate for summer work, MDSPA members' pay will also be increased proportionately. Unit members working summer school will maintain billing productivity in proportion to hours worked (270 minutes for an 8 hour day).

b. Extended School Year

Unit members providing extended school year services shall be paid at their prorated daily rate.

~~Additionally, Behavioral Health Specialists assigned to a site and working ESY or summer school will maintain their caseload of either nine (9) students for a BHS2, or six (6) students for a BHS1.~~

c. Extra Time/Psychological/BHS Support [Current Contract Language]:

d. Salary Payment [Current Contract Language]:

e. Extra Work, In-Services, as follows [Current Contract Language]:

f. Stipends [Current Contract Language]:

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Article 16 TENTATIVE AGREEMENT

SCHOOL PSYCHOLOGIST/BEHAVIOR HEALTH SPECIALIST WORKLOAD

74. School Psychologists shall be assigned to no more than three different school site/assignments.
75. The District shall also attempt to achieve reasonable equity of workload among all unit members.
- a. SEEC program assigned Behavior Health Specialist II's assigned to a school site will maintain a caseload ~~of no more than nine (9) students such that the therapist will strive to~~ **strive to maintain billable hours of 270 minutes per day on average, with the maximum of nine (9) ~~eleven nine (9) (11)~~ students on caseload. Unit members unable to meet billing requirements due to extenuating circumstances may be asked to consult with the Chief of Pupil Services & Special Education or designee to address underlying reasons and for additional support.**
- i. ~~Exception for BHSII assigned to Glenbrook Academy, therapist will strive to maintain billable hours of 270 minutes per day on average, with the maximum of four (4) on caseload.~~
- b. ~~Leader Behavior Health Specialists-SEEC Leaders assigned to a school site will~~ maintain a caseload of ~~zero no more than five (5) students in addition to their assigned—Lead job duties.~~ and perform daily duties in service of students, including crisis management, incentive planning, trainings, supervision, consultation, UR oversight, etc., and direct student services as needed with **maintaining billing for any billable services to a minimum of 180 minutes 100 minutes per day on average for SEEC Leaders who are assigned to two sites and 50 minutes for those who are assigned three sites.** ~~and will strive to maintain billable hours of 270 60 210 minutes per day in duties commensurate with their job description.~~
- c. ERMHS Itinerant Behavior Health Specialist II's assigned to provide outpatient mental health services ~~will strive to maintain billable hours of~~ will provide no more than ~~eighteen (18) hours per week based on full-time status. 270 minutes per day, with the maximum of sixteen (16) eighteen (18) twenty (20) students or 18 hours per week based on full time status. Parent workshops will be counted as service minutes. Any ERMHS itinerant BHS shall not be responsible for providing any indirect services (parent workshops), unless primarily providing direct services to the student also.~~

d. SEEC program assigned Behavior Health Specialist I's ~~assigned to a school site~~ will maintain a caseload of no more than six (6) students. ~~A fourth step on their pay scale will be added at an equivalent pay increment.~~ and will ~~strive to maintain~~ billable hours of 270 minutes per day on average. **Unit members unable to meet billing requirements due to extenuating circumstances may be asked to consult with the Chief of Pupil Services & Special Education or designee to address underlying reasons and for additional support.**

i. ~~Exception for BHSI assigned to Glenbrook Academy, therapist will strive to maintain billable hours of 270 minutes per day on average, with the maximum of two (2) students on caseload.~~

~~e. ERMHS Itinerant Behavioral Health Specialist (BHS) 2's assigned to provide outpatient mental health services will maintain a caseload of no more than 16 students (groups and students requiring more than one meeting weekly, counting as an additional student). Any ERMHS itinerant BHS shall not be responsible for providing any indirect services, unless primarily providing direct services to the student first.~~

f. Individuals in the Counseling Clinic will ~~strive to~~ ~~strive to~~ maintain billable hours of 270 minutes per day on average. **Unit members unable to meet billing requirements due to extenuating circumstances may be asked to consult with the Chief of Pupil Services & Special Education or designee to address underlying reasons and for additional support.**

g. Site assigned Outpatient Behavioral Health Specialist II's will **strive to** maintain billable hours of 270 minutes per day on average. **Unit members unable to meet billing requirements due to extenuating circumstances may be asked to consult with the Chief of Pupil Services & Special Education or designee to address underlying reasons and for additional support.**

76. Perceived violations of 74 and 75 above may be appealed first to the ~~Executive Director~~ Chief, Pupil Services and Special Education and, failing resolution at that level, to the Superintendent, whose decision shall be final.

77. Prior to any reductions in School Psychologist/BHS staffing, the District shall inform the Association of the proposed reduction and shall consult with the Association regarding the redistribution of the workload for the remaining staff.

OTHER

The parties incorporate by reference their prior Tentative Agreements in Article 7 and Article 15, attached hereto.

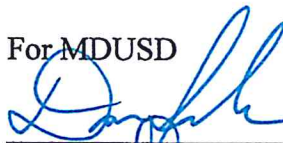
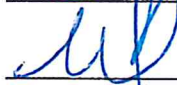

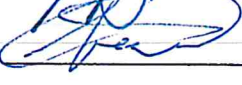
All other Articles in the collective bargaining agreement between the parties shall remain status quo (Current Contract Language) for the contract term.

This Mediated Settlement Agreement is subject to ratification by the MDUSD Governing Board and the MDSPA membership.


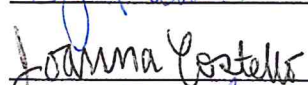
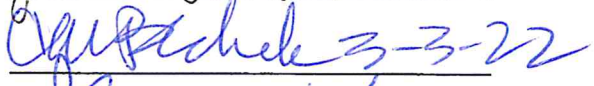
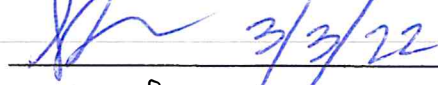

The parties expressly acknowledge this is a global settlement of outstanding issues, and further acknowledge they have also signed two separate side letters, both dated March 2, 2022.

Dated:

For MDUSD

 3-2-22
 3.2.22
 3/2/2022
 3/2/22

For MDSPA

 03-03-22
 Joanna Costello 3.3.22
 3-3-22
 3/3/22
 3/3/2022

Updated MDSPA Salary Schedule 2021-2022

Step	Psy&Behavll- New Sal Sch
0	0
1	\$ 77,686
2	\$ 81,570
3	\$ 85,634
4	\$ 89,928
5	\$ 94,426
6	\$ 94,426
7	\$ 94,426
8	\$ 95,005
9	\$ 95,005
10	\$ 95,005
11	\$ 95,955
12	\$ 96,914
13	\$ 97,883
14	\$ 98,862
15	\$ 99,851
16	\$ 100,849
17	\$ 101,858
18	\$ 102,876
19	\$ 103,905
20	\$ 104,944
21	\$ 105,994
22	\$ 107,054
23	\$ 108,124
24	\$ 109,205
25	\$ 110,297

**Side Letter of Agreement
Between
The Mt. Diablo School Psychologist Association
And
The Mt. Diablo Unified School District
Regarding the Work Year Calendar for 2021-2022 Only**





The MT. Diablo School Psychologist Association (MDSPA) and the Mt. Diablo Unified School District (MDUSD or the "District"), hereafter, the Parties, agree to the following provisions which serve as an agreement that for the 2021-2022 school year that in order to reorganize the MDSPA bargaining unit so it is more similar to other School Psychologist units in terms of work year length, the MDSPA work year will consist of 190 school days. Adjustments will be made accordingly.

MDUSD agrees to sunshine Article 8 – Unit Member Work Year to address the 190 day calendar year in the Successor CBA.

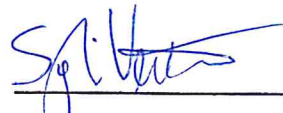
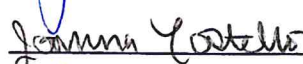
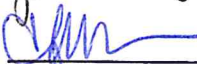
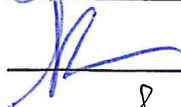

Both parties agree that this Side Letter resolves all differences from the 2018-2019 Tentative Agreement.

This agreement is non-precedential and applies to the specified dates only. This side letter becomes effective upon approval by the Board of Education.

For MDUSD

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	<u>3-2-22</u>
	<u>3/2/2022</u>
	<u>3/2/2022</u>
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For MDSPA

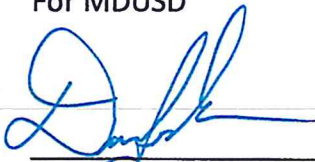


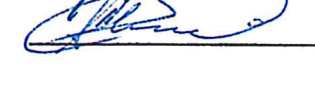
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	<u>3/3/22</u>
	<u>3/3/2022</u>
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**Side Letter of Agreement
Between
The Mt. Diablo School Psychologist Association
And
The Mt. Diablo Unified School District
Regarding Comp. Time for 2022-2024**

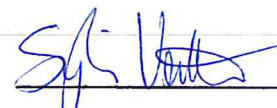
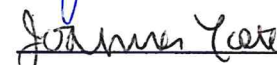
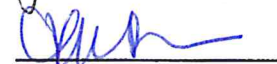
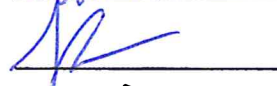

The MT. Diablo School Psychologist Association (MDSPA) and the Mt. Diablo Unified School District (MDUSD or the "District"), hereafter, the Parties, agree to the following provisions which serve as an agreement that for the 2022-2024 school years. Any MDSPA member that has been in the district in a MDSPA position for four consecutive years will receive 10 days of comp. time, prorated for part time employees, in the current year to be used in the 2021-22, 2022-23 and 2023-24 academic years. If not used by the end of 2022-2024 time frame, there will be no carry over.

This agreement is non-precedential and applies to the specified dates only.

For MDUSD

	<u>3-2-22</u>
	<u>3.2.22</u>
	<u>3/2/2022</u>
	<u>3/2/2022</u>
_____	_____
_____	_____

For MDSPA

	<u>03.03.22</u>
	<u>3.3.22</u>
	<u>3-3-22</u>
	<u>3/3/22</u>
	<u>3/3/2022</u>
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Certificate Of Completion

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Signatures: 3

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