

TENTATIVE AGREEMENT
Between
Mt. Diablo Unified School District
And
Mt. Diablo School Psychologist Association
June 17, 2022

This package of tentative agreements represents a global tentative agreement and is entered into by and between the Mt. Diablo Unified School District and the Mt. Diablo School Psychologist Association and concludes successor contract negotiations and salary and benefits negotiations for the July 1, 2022 to June 30, 2025 work years.

ARTICLE 8

UNIT MEMBER WORK YEAR

27. Length

The length of the work year for unit members shall be ~~two hundred (200)~~ one hundred and ninety (190) days. ~~The reduction in work days will reduce the amount of sick leave earned per year to 10 days, which will be noted in Article 15 Section 5B "a".~~

~~The Behavioral Health Specialist work year will include additional days to reflect extended school year services at their site based upon district need. Both Behavioral Health Specialists (BHS) and School Psychologists will be offered the opportunities to work Summer School or Extended School Year. The number of BHS working ESY will vary from year to year and sites and will be based on ESY need. The number of School Psychologists working summer school/ summer assessment, will vary from year to year and will be based on need.~~ When assessing site needs, the following variables will factor into the decision making process as to which Behavior Health Specialist is assigned to which site:

- a. Number of students participating in the extended year program.

- b. When possible, insuring assignment at site of their assignment during the regular school year with duties as similar as is reasonably possible.

- c. Looking for Behavioral Health Staff who voluntarily want to work the time first.
- d. Allowing for shared job responsibilities among the Behavioral Health Staff.
- e. In the case of shortage of staff, additional staff will be given the opportunity to provide support at the school sites during the extended school year. Qualified unit members will be offered the right of first refusal.
- f. Unit members providing extended school year services shall be paid at their prorated daily rate.
- g. If ESY should overlap with the contracted work year, those who have chosen to work ESY shall still be compensated with a stipend for ESY during the days of overlap. ~~Members required to attend any additional required meetings for ESY that occur during the school year contract, shall be compensated for that time.~~

28. Dates of Work Year

The work year for all unit members referred to in Section 27 above shall begin on the date determined by the District, no more than ~~five~~ 10 (5) work days prior to the opening of regular school classes. Scheduling of each unit member's workdays following the designated beginning day shall be accomplished in consultation with the immediate supervisor. In any instance of disagreement, the decision of the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education shall be final and shall not be subject to the grievance procedure.

29. Reduction in Work Year

A unit member may resign a percentage of his/her employment. Written notification must be given to the Executive Director, Human Resources no later than March 1 of the school year preceding the year for desired implementation. This reduction in percentage of employment shall reduce the unit member's employment status FTE entitlement.

Any unit member who has resigned a percentage of his/her assignment and wishes to increase his/her percentage must notify the Executive Director, Human Resources no later than March 1 of the school

year preceding the return year. The unit member shall be given first consideration for reemployment for two school years following the reduction.

a. Any unit member who is working less than full-time, i.e., less than five days per week, and who is required to attend staff development activities on a non-work day, may substitute the day spent in staff development activities for a regularly scheduled work day on a day-for-day basis. The unit member may determine which day she/he will substitute for the staff development day, but the unit member should attempt to balance the number of service days at each of his/her work sites so that no one site is adversely impacted more than another, so far as is practicable.

b. In the event that a unit member working less than full time wishes to attend a conference or staff development activity on a non-work day (Monday through Friday) and wants to switch a non-work day with a work day, she/he shall submit his/her request, in writing, to the Executive Director of Special Education, and, if the request is approved, the provisions for substituting a regularly scheduled work day as described in the previous paragraph shall apply. Approval shall not be withheld unreasonably. The parties agree to revisit this section in successor agreement negotiations. Records shall be kept during this period of both mandatory and non-mandatory activities.

ARTICLE 9

UNIT MEMBER HOURS

30. Hours of Work

Each unit member should report to his/her their assigned workplace daily at a time determined by the District. The workday shall consist of eight (8) (7 hr 30min) hours inclusive of a (30) minute lunch period. Assignments of reasonable length beyond this eight (8) (7 hr 30min) hour day may need to be made periodically to meet the needs of the District. Compensatory time off for such assignments shall accrue on a 1:1 basis. Approval for taking this compensatory time must be obtained from his/her/their immediate supervisor. Such approval shall not be unreasonably withheld. Supervisors will attempt to restrict staff meetings and voluntary committee meetings to the eight (8) (7 hr 30min) hour day, however, one monthly staff meeting or voluntary committee meetings beyond the eight (8) (7 hr 30min) hour day shall be exempt from the compensatory time.

Article 12

SALARIES

44. Increase and Pay Rates

~~2019-20~~

~~1. ("Me Too")~~

~~—2020-21~~

~~a) ("Me Too")~~

~~—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%.~~

2022-2023

- Effective July 1, 2022 all unit members shall receive an ongoing salary increase totaling four percent (4%) to the salary schedule plus \$2,200 off schedule plus an additional one and a half percent (1.5%) on the salary schedule for a total of 5.5% on the salary schedule.

2023-2024

- Effective July 1, 2023 all unit members shall receive an ongoing salary increase of two and a half percent (2.5%) to the salary schedule plus \$2,000 off schedule.

2024-2025

- This Salary Article shall be reopened by February 28, 2025 January 31, 2024. All other contract provisions shall be closed through June 30, 2025.

"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 2022-2025 ~~2019-2022~~ contract term only and expires at the end of the MDSPA contract term.

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 (7.5) hour day).~~

b. Extended School Year

Unit members providing extended school year services shall be paid at their prorated daily rate. Unit members working extended school year will maintain billing productivity in proportion to hours worked (270 minutes for an 8 hour day).

~~c. Extra Work Time/Psychological/BHS Support {Current Contract Language: School Psychologists and Behavioral Health Specialists will be notified by email from the Chief, Pupil Services and Special Education, or designee, that additional work is available. School Psychologists and Behavioral Health Specialists may volunteer for additional work anytime during the school year after the email has been sent. Assignment of available extra work will be provided to all interested School Psychologists and Behavioral Health Specialists regardless of FTE.~~

Psychologists/BHS's performing overdue initial and three-year reevaluations or initial, and annual, and triage assessments shall do so under the following:

1. Participating ~~MDSPA members~~ School Psychologists and Behavioral Health Specialists will administer and complete assessments and reports and attend necessary IEP meetings related to those assessments.
2. Such ~~MDSPA members~~ School Psychologists and Behavioral Health Specialists may receive either compensatory time as described in Article IX of the collective bargaining agreement or payment at their per-diem/hourly rate, the choice being at the psychologist's/BHS's discretion.
3. MDSPA members will be allowed to volunteer for this work and all volunteers will be allowed to participate.
4. ~~On days when MDSPA members are normally scheduled, work shall be done after 4 p.m.~~
5. The availability of the above assignments will be made known to all MDSPA members.

~~e. BHS who choose to take on additional clients over their caseload shall be compensated for any additional hours for therapeutic services completed per~~

~~student over caseload as well as for any additional support and time spent. This time shall include any meetings required to support the students.~~

[MDUSD agrees to the removal of the Assignment of Extra Work Side Letter dated 5-29-20.]

d. Overtime/Compensatory Time

~~School Psychologists and Behavioral Health Specialists needing to complete work beyond their scheduled day will receive additional time, overtime, or compensatory time, as appropriate, at the discretion of the member.~~

~~School Psychologists and Behavioral Health Specialists requesting compensatory time or monetary payment at their hourly/per diem rate for overtime will submit their request using the mutually agreed form (in Appendix) in advance, unless an emergency or unexpected situation arises. The Chief, Pupil Services and Special Education, or designee, will respond with approval or denial within three work days, and provide rationale if denied. Requests for overtime/compensatory time shall not be unreasonably denied.~~

e. Salary Payment [Current Contract Language]:

~~d.~~

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

f. Stipends [Current Contract Language]:

~~1.g. Initial Placement on Salary Schedule~~

~~h. New School Psychologist unit members will be placed on the salary schedule based on their years of experience as a School Psychologist, including one year of a paid internship.~~

~~i. New Behavior Health Specialist unit members will be placed on the salary schedule based on their years of experience as a school-based licensed-eligible therapist, including one year of a paid internship.~~

~~2.j. Any new unit member will be granted years of their experience, as described above, up to a maximum of 12 years.~~

ARTICLE 20

SAFETY

82. Unsafe or Hazardous Conditions

Unit members shall not be required to work under unsafe or hazardous conditions violating a final order of CAL-OSHA or to perform tasks which endanger their health or safety.

83. Reports

Each unit member may report, in writing ~~(on the "Request for Response - Adverse Working Conditions" form)~~, any adverse conditions in his/her working environment ~~to his/her immediate supervisor~~, including matters related to classroom/office temperature. ~~The employee shall file the report simultaneously with the following persons: Immediate Supervisor/Principal, Chief Pupil Personnel Services, and MDSPA President. Such report shall be filed within ten (10) working days of the time the unit member might reasonably have been expected to know of the adverse working condition which is the basis of the unit member's complaint. The unit member shall receive a written response within ten (10) work days stating what action will be taken to correct the situation or if no action will be taken, the reason why.~~

~~If the unsafe conditions outlined in the complaint are not corrected or a program leading to correction is not agreed to by the unit member, they may pursue the complaint under the Grievance Process in Article 6. following procedure:~~

~~Within five (5) working days of receipt of the District response provided above, the unit member may appeal in writing to the Chief Pupil Personnel Services, who shall issue a written response to the appeal within five (5) working days after receipt.~~

~~If the unit member is dissatisfied with the response issued above, MDSPA may, within five (5) working days of receipt of such response, appeal the matter directly to binding arbitration pursuant to Article 6, Grievance.~~

~~The parties are encouraged to and may at any time during this process meet to attempt to resolve the issue.~~

~~The process provided in this section is the exclusive procedure for resolving complaints under Article 20 (Safety).~~

84. Priority of Repairs

First priority shall be given to repairs that affect classrooms, **offices**, or other enclosed school areas where unit members have job-related responsibility.

85. Assaults

~~In the case of assault in connection with their employment, unit members shall immediately report the incident, using the "Employee Report of Assault" form to the Human Resources Office, their immediate administrator, MDSPA Leadership, and the appropriate Chief. **The Principal or the designee may report the incident to the police and take appropriate action, as specified in the California Education and Penal Codes, to provide for unit member safety.** Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who may report the incident to the police and take appropriate action, as specified in the California Education and Penal Codes, to provide for unit member safety. Simultaneously, the unit member shall complete the "Employee Report of Assault" form. Such notification shall immediately be communicated to the Superintendent or designee(s). Upon receipt of such a report, the site administrator shall inform the unit member that the report will be forwarded to MDSPA.~~

8586. Physical Control

Unit members may exercise the amount of physical control reasonably necessary to protect themselves, or to insure the safety of other unit members or students.

87. Student Records

~~Unit members shall be informed of the record of a student's behavior when a student is administratively transferred for disciplinary reasons at the time the student is enrolled. In regards to students transferred for disciplinary reasons, the District will comply with E.C. 49079.~~

ARTICLE 25

INTERVIEW PANEL

90. A committee of ~~three (3)~~ two to three (2-3) unit members selected solely by MDSPA (from MDSPA) and ~~up to three (3)~~ an equal number of District representatives selected by the District from the Diablo Manager's Association shall interview candidates for open MDSPA positions. If MDSPA is unable to provide committee members, the District will still conduct the interviews.

~~In the event of a hiring fair which the panel is unable to attend, the District may choose to pre-screen applicants and have them sign them up for 1 or 2 prearranged interview panel dates.~~

~~MDSPA members will be invited to participate in hiring fairs as they occur. Members will be given as much notice as is practical thirty (30) days notice 14 days notice (where practical) and will be compensated at their regular hourly rate for attendance at the hiring fair, in accordance with the contract for hours beyond the regular contract day. In the event that MDSPA is unavailable to provide members, the District may offer conditional contracts to qualified candidates that specify requirements in the job description must be met, as long as the District provides the conditional contracts to MDSPA officers prior to hiring fairs.~~

[Both parties agree that this tentative agreement resolves all issues related to the impact and effects of the implementation of the DMA Program Supervisor SEEC Leader positions.]

Both parties agree that the Articles included below were previously tentatively agreed to and are a part of this Tentative Agreement.

ARTICLE 5

ORGANIZATIONAL

SECURITY

5. Maintenance of Membership

Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association dues, initiation and/or assessment fees, shall have such dues and fees deducted during the life of this contract.

~~6. Agency Shop~~

~~7.~~

~~8. Unit members who are not members of the Association shall pay a service fee equivalent to unified Association dues. The unit member shall pay the service fee directly to the Association on or before the first day of each month or have the service deducted from his/her monthly salary. Such payment of a service fee shall be in effect commencing with the paycheck for the first full calendar month following the approval of this agreement by the District. The Association may notify the District if a service fee payer is delinquent in direct payment to the Association, and the District shall begin automatic payroll deduction of the~~

~~9. service fee for the remainder of that school year.~~

~~10.~~

~~11.~~

~~12. Religious Exemption~~

~~13.~~

~~14. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Association and District and shall not be required to join or financially support the Association except that he/she shall pay, in lieu of a service fee, sums equal to such service fees to a nonreligious, nonlabor organization charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.~~

~~15. Proof of payment shall be submitted annually to the District as a condition of continued exemption from the provisions of Section 6.~~

~~16.~~

~~17.~~

~~18.6. Remittance of Dues~~

Amounts deducted pursuant to Sections ~~5, 6 and 7~~15 shall be remitted promptly to the Association with an alphabetical list of the employees from whom deducted.

~~19.~~

~~20.~~

~~21.~~7. **Defense and Indemnification**

The Association agrees to pay the reasonable costs, including the attorney fees, of defending, or initiating action to enforce this provision and to indemnify the District against any claim, or action brought against the District in respect to the deductions herein as required or any actions challenging enforcement of these provisions. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this section shall or shall not be compromised, resisted, defended, tried or appealed.

22.8. **Union Release Time**

- a. "Reasonable Release Time" for the negotiation process means an Association bargaining team limited to ~~four (4)~~5 (five) individuals in attendance. Unit members shall prepare for negotiations outside of their workday unless the District agrees to release time. A unit member of his/her representative, or both, may present a grievance while on duty. No unit member shall suffer a loss of compensation for time spent as a grievant, representative or witness. On all grievances, no
- b. No more than one District-paid MDSPA representative may participate unless otherwise approved in writing by the District. That approval shall not be unreasonably withheld. In the event that more than four (4) District-Paid employee/witnesses are required to participate in a hearing or other grievance activity, the parties shall work to schedule those individual's participation in order to be as minimally intrusive as possible to District work and finances. Any step of the procedures may be waived by the parties. A grievance may be withdrawn at any step.
- c. The Association may designate members to conduct business during their regular workday. No such designation shall be reasonably denied. An overall total of twenty five (25) days of paid leave shall be provided annually for this purpose. Such days shall

- not include release time provided for processing grievances or negotiating.
- d. A unit member absent due to Association Business shall be responsible for his/her professional obligations in accordance with District requirements as specified in this agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

11. Grievance Definitions

The following definitions control the meaning of the terms as used in this procedure.

- a. "Grievance" means a complaint of one or more unit members that they have been adversely affected by a violation, misapplication, or misinterpretation of this agreement.
- b. "Grievant" means the unit member or unit members filing the grievance or the Association.
- c. "Immediate supervisor" means the person designated in the Statement of Duties and Responsibilities of Certificated Personnel.

12. Time Limits

Each person involved in a grievance shall act so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. All time limits herein shall consist of workdays. Failure at any step of this procedure to communicate the decision on a grievance within the specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The days are counted in a time period commencing with the day following the action.

13. Service

Decisions and appeals shall be served by personal service or by mail. If served by mail, two (2) days shall be added to the time in which the action must be taken and the decision or appeal shall be deemed served at the end of the extended period.

14. Representation

- a. The grievant may be represented by the Association or any unit member of his/her choosing at any formal step of this procedure to arbitration.
- b. If the grievant is represented by someone other than the Association, the Association retains the right to be present at any formal step of the procedure.

15. Informal Discussion

The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

16. Formal Grievance - Step 1 (Immediate Supervisor)

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than ~~twenty (20)~~ **twenty-five (25)** work days of the time the unit member might reasonably have been expected to know of the act or stated condition which is the basis of the unit member's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond his/her authority, he/she shall refer the grievance to Step 2 within five (5) workdays of receipt of the grievance.
- b. A formal grievance shall be initiated in writing on a form prescribed by the District and shall be filed with the immediate supervisor. A copy of the form shall be sent to the Association. To be accepted, the form must include the provisions of the Agreement alleged to be violated, the remedy sought, the circumstances of the grievance and the signature of the grievant(s).
- c. Within ten (10) workdays after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If the grievant is not represented by the Association, a copy shall be sent to the Association.

17. Formal Grievance - Step 2 (Superintendent)

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within ~~ten (10)~~ **fifteen (15)** workdays to the Superintendent.
- b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for a conference with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee

shall respond to the grievant within fifteen (15) days of the receipt of the appeal. That response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

18. Mediated Arbitration

If the grievant is not satisfied with the decision rendered at Step 2 and upon mutual agreement of the District and the Association, the matter may be submitted to mediated arbitration.

In using mediated arbitration, the parties shall select a neutral trained in mediated arbitration procedures from a list provided by either the State Mediation and Conciliation Service or the American Arbitration Association.

If the neutral cannot get the parties to agree on a settlement, the Association may appeal to final and binding arbitration as specified below.

19. Formal Grievance - Step 3 (Arbitration)

The Association may submit the grievance to final and binding arbitration if either:

- a. The grievant is not satisfied with the disposition of the grievance at Step 2, or
- b. No written decision has been rendered within fifteen (15) workdays of receipt of the grievance by the Superintendent or designee.

In either case, such submission by the Association must be made within fifteen (15) work days after receipt of the decision, in writing, of the Superintendent or his/her designee. The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) workdays of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted.

20. Modification

The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

21. Cost

The cost of the arbitrator shall be shared equally by the parties.

22. Selection

Selection of the arbitrator shall be by alternate striking of names from the list. If the selected arbitrator is unable to serve within a reasonable time, the District and the Association shall request another list.

23. Time of Award

The award shall be rendered promptly by the arbitrator and unless otherwise agreed by the parties, not later than thirty (30) days from the date of closing the hearings.

24. Recording the Hearing

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

ARTICLE 7 – Tentative Agreement

UNIT MEMBER TRANSFER

25. Assignment

- d. Unit members are employees of the District and not of a particular school site. Assignments shall be made to work sites and locations by the immediate supervisor in consultation with the affected unit member. Unit members shall be notified of tentative assignments for the next school year no later than ~~May 1~~ April 15 of each year.
- e. Any unit member may request and shall receive the reasons for the tentative/new assignment. Any unit member dissatisfied with his/her tentative assignment may have a conference with the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education and may be represented at the conference by an Association representative.
- f. ~~Unit members shall be notified of their pending assignment for the following year no later than May 1.~~ In any instance of disagreement, the decision of the ~~Chief, Pupil Services and Executive Director of Special Education~~ shall be final and shall not be subject to the grievance procedure.

- g. An assignment is the site(s) or specialized role (Counseling Clinic, BHS Itinerant, Bilingual Psychologist, Outpatient Site Based BHS, Lead Psychologist, etc.) to which a Unit member is scheduled for the subsequent year.
- h. On or before March 1st of each year, the Chief or designee shall have requested from each unit member at a school/program, their preference for assignment for the following year. The form for this purpose shall be mutually developed by the District and the Association.
 - 1. Per Ed Code 44930 (b), Permanent or Probationary employees who do not notify the District of their intent to resign on or before June 30 are considered to be employed by the District for the subsequent school year, excluding layoffs or non-reelections.

26. Transfer/Vacancy

- a. Voluntary changes in assignment or a request to be reassigned are initiated at the request of the unit member. A change of assignment within the program is not considered a transfer i.e. a move of a BHS 2 at Site 1 to a BHS 2 and Site 2, both within the SEEC program or a move of a psychologist from Site 1 to a psychologist at Site 2, is not considered a transfer. Changes in assignments within the program are initiated by the District. If more than one member is interested in a moving to a specific site, both seniority as well as goodness of fit will be taken into account. Vacancies are unfilled positions within the bargaining unit created by known resignations, retirements, non-reelections, or newly created positions.
- b. The District shall interview the unit member applicants to determine if they are qualified and prepared for specific vacant positions (Counseling Clinic, BHS Itinerant, Bilingual Psychologist, Outpatient Site Based BHS, Lead Psychologist, ~~SEEC Leader~~). The seniority status of the applicant shall be considered in the case of two candidates with similar qualifications. If there is only one qualified applicant interested in any of the above specific vacant positions, discretion to place that individual without an interview, lies with the Chief, Pupil Services and Special Education.
- c. Qualified ~~current School Psychologist/BHS unit members~~ will be placed in vacant ~~assignments positions before non-unit non-currently employed School Psychologists/ BHS members.~~ If the applicant meets the minimum requirements and the interview panel elects to move the applicant to the new position. If the interview panel declines to move the applicant to the new position, the applicant may be provided with reasons why they were not selected, upon request.
- d. New assignments to a different site may be initiated for the following reasons:
 - 1) School closure, boundary change, or program reduction.
 - 2) Program needs of school or program.
 - 3) Decline in special education students at the site.

- e. There may be circumstances which result in the District moving a unit member from their current site after the first member workday. Although this does not constitute a transfer under the terms of this Agreement, if such a move occurs, a unit member shall receive, upon request, up to two (2) days free of responsibility for students/billing/etc. prior to the assumption of the new assignment, and assistance in moving supplies and materials, within the limitations of the District personnel and equipment.
- f. Upon request, a unit member may forego the two (2) days provided above, and instead utilize their own time to move supplies and materials to the new site/program. In such a case, the unit member shall be compensated for up to one (1) day spent in such activity at their "Certificated Hourly Rate." The unit member shall be responsible for documenting their time and submitting such documentation to the Chief/designee prior to receiving this hourly compensation.

ARTICLE 19

TERM

79. Term

This agreement shall remain in full force and effect from July 1, 2022~~19~~, through June 30, 2025~~2~~.

80. Successor Agreement

The Association and the District shall present initial proposals ~~their proposal~~ for a successor Agreement no later than ~~January 31, 2025~~ ~~May 11, 2022~~ ~~February 28th, 2025~~. The District shall give its initial proposal no later than ~~February 28, 2025~~ ~~May 11, 2022~~.

ARTICLE 23

STAFF DEVELOPMENT

88. Staff Development

- a. The District shall provide annually ~~\$40,000~~ ~~\$30,000~~ ~~\$50,000~~ for staff development activities.

b. In addition to the funds under section a, any unexpected funds which were allocated for post-retirement contracts, Article 21, paragraph 7 shall be used for staff development activities.

c. The funds identified in a and b shall be used for staff development activities that are consistent with the duties of the school psychologists and behavioral health specialists. CEU (Continuing Educational Units) Providers approved by an approval agency that is accepted by the BBS (Board of Behavioral Science) will be prioritized when planning BHS professional development opportunities.

d. By March 15th of each school year, a committee including the Lead Psychologist and up to two MDSPA members selected by the Mt. Diablo School Psychologist Association will meet with the Executive Director of Special Education Chief, Pupil Services and Special Education to discuss the use of funds not expected for professional development activities for the year. All funds will be expended on activities benefiting unit members and may include additional professional development opportunities, work materials, protocols, and timesheet work although this list is not exhaustive.

e. By May 30th of each school year, a committee including the Lead Psychologist and up to two MDSPA members selected by the Mt. Diablo School Psychologist Association will meet with the Executive Director of Special Education Chief, Pupil Services and Special Education to plan professional development activities and a draft budget for the upcoming school year.

f. The funds identified in paragraphs a and b shall not be ~~may be~~ carried over from one year to the next. Provisions for reimbursement will be made for school psychologists and behavioral health specialists who are completing professional development during the summer, with the prior approval of the Chief, Pupil Services and Special Education. No request shall be unreasonably denied. Professional development done over the summer shall be allocated to the fiscal year (July 1 to June 30) in which it was taken.

LEAD PSYCHOLOGIST SIDE LETTER

The Mount Diablo Unified School District ("District") and Mount Diablo School Psychologist Association ("MDSPA") agree to designate a Lead School Psychologist (Lead Psychologist). The Lead Psychologist will be a bargaining unit member with permanent status.

DUTIES

The duties of the Lead Psychologist may include, but are not limited to:

A. Providing ~~Advice On Cases~~ advice and ongoing mentorship to psychologist staff.

a. The Lead Psychologist will respond to requests for consultation as soon as possible.

b. Consultation can include such things as:

1. Individualized support as needed.

2. Debriefing of a crisis occurrence

3. Consultation requests from other roles in the District.

B. Mentoring New Unit Members

a. Provide new hire orientation at the start of a new member's work year.

b. Provide monthly scheduled support meetings for new and probationary unit members, for, at minimum, the first half of the school year.

1. Meetings shall include, but are not limited to:

a. Trainings on District programs and policies.

b. Consultation on cases.

C. ~~Crisis Team Support~~

a. ~~Will be available to debrief with School Psychologist(s) on crisis team upon request.~~

D. Presenting, Organizing and Scheduling In-Service Trainings

a. Work with the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education to coordinate monthly staff meetings.

b. Poll the School Psychologist group to gain feedback and areas of interest for trainings in addition to maintaining awareness of ongoing trends in school psychology in order to plan

appropriate staff development trainings to enhance the professional development of all school psychologist staff.

c. Coordinate with presenters to generate and schedule trainings.

d. The Lead Psychologist will work with the Office of Executive Director of Special Education Chief, Pupil Services and Special Education to facilitate contracts with presenters and submit the contracts to Fiscal for processing.

e. Coordinate and plan for use of annual staff development fund allotment in conjunction with MDSPA and the Executive Director of Special Education Chief, Pupil Services and Special Education.

f. Assist Behavioral Health Specialist staff in coordination of trainings as needed.

E. Ordering, Researching and Managing Test Kits, Protocols, and Online Scoring Systems

a. Organize and manage psych groupings assignments in test kit library clusters. Organize assigned materials in clusters as needed.

b. Evaluate test kit library needs annually and keep apprised of up-to-date latest revisions of materials used.

c. Provide materials (protocols, online access, etc.) Generate protocol orders on an ongoing basis for member testing needs and batteries/rating scales based on school psychologist need request.

d. Order test kits and related materials as needed to maintain legal compliance and mandated timelines.

e. Administer, as needed, with Special Education department, online scoring systems for psychoeducational testing as needed and in conjunction with the Special Education Department to facilitate access to authorized assessors all who are able (e.g., Special Education Teachers, SLPs, OTs) and act as liaison for school psychologists.

f. Maintain and Update Resource Referral Lists for School Psychologists on an annual basis.

F. Act as ~~Community Resource~~ Liaison with Outside Agencies ~~to represent the District School Psychologists,~~ as needed.

G. Coordinate and Manage the School Psychologist Internship Program.

- a. Actively recruit intern candidates from local universities.
- b. Coordinate with District Administrators and School Psychologists regarding the interview process, needs of school sites, and available funding.
- c. Coordinate with Human Resources and District Administrators to ensure all hiring requirements are completed. This includes facilitating all necessary funding and position paperwork.
- d. Provide ~~monthly~~ training to interns and consult regarding field issues ~~at regular intervals~~ throughout a school year.
- e. Meet individually with each intern at the end of Spring School Semester to review their year in MDUSD.
- f. Maintain ~~open~~ communication with interns' site-based supervisors.
- g. ~~Maintain open communication~~ ~~Communicate~~ with University Supervisors regarding interns, as needed.

H. ~~Oversee Extra Work.~~

- a. ~~Extra work as outlined in the MOU "Assignment of Extra Work."~~

RELEASE TIME

The Lead Psychologist shall be released from his/her regular duties and responsibilities for 40% of a full-time assignment ~~starting in the 2019-2020 school year.~~

QUALIFICATIONS

In order to be considered for the Lead Psychologist position, the candidates must be permanent employees, have worked in the District for a minimum of five years, and have three years' experience supervising interns.

SELECTION

1. A committee of up to two unit members selected by MDSPA (from MDSPA) and two an equal amount of District representatives selected by the District from the District Management Association shall interview all interested unit members who met the above qualification standards. If MDSPA is unable to provide the required number of committee members the District shall still conduct the interview.
2. No committee member will be a candidate for the assignment of Lead Psychologist.
3. Interview questions and any other selection criteria will be prepared by the District in consultation with the committee members.
4. Applicants for Lead Psychologist will provide a minimum of 2 letters of reference from individuals working in the District.
5. The committee will attempt to reach consensus; however, if consensus is not reached, the District shall designate the Lead Psychologist from those that were interviewed or, in consultation with MDSPA, the District may decide to hold additional interviews.
6. As noted below, the Lead Psychologist's term shall normally be for two years. If in future years the incumbent Lead Psychologist is the only Psychologist to express an interest in the assignment, then no interview shall be required.
7. If there is only one applicant for Lead Psychologist, the Chief, Pupil Services and Special Education may appoint the applicant without an interview, in consultation with MDSPA.

TERM

The Lead Psychologist shall be appointed for a two-year term. Nothing precludes him/her from being selected for more than one consecutive term. The Lead Psychologist may be returned to his/her psychologist duties at any time through mutual agreement with the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education or at the discretion of the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education.

At the conclusion of the Lead Psychologist's assignment and upon his/her request, he/she shall be returned to the assignment that was relinquished in order to accept the 40% Lead Psychologist assignment. This guarantee shall not be for more than two years. If the Lead Assignment appointment begins at a time other than at the start of a school year, then the partial year shall no count towards the two-year limit.

This assignment guarantee is limited to the Lead Psychologist and does not alter, modify or establish precedent within the collective bargaining agreement.

EVALUATION

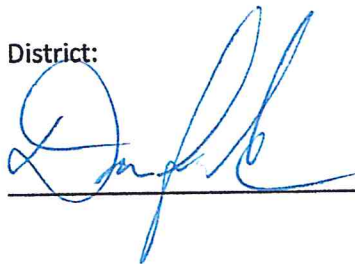
The Lead Psychologist shall be evaluated by the ~~Executive Director of Special Education~~ Chief, Pupil Services and Special Education separately from the evaluation of his/her duties as a School Psychologist. The evaluation may include peer input into this ~~assessment~~ evaluation.

The parties agree that all other Articles in their collective bargaining agreement shall remain Status Quo for the July 1, 2022 through June 30, 2025 work years.

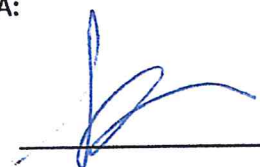
This Tentative Agreement is subject to ratification by the MDSPA membership and approval by the Governing Board.

The parties expressly acknowledge this is a global settlement of outstanding issues.

District:


6-17-22

MDSPA:


6/20/22

Cesar Alvarado 6/17/2022

af 10-17-22

Oliver 6/28/22

Ag Vok 6/23/22

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