

# CONTRACTUAL AGREEMENT

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MT. DIABLO SCHOOL PSYCHOLOGIST  
ASSOCIATION

July 1, 2022 through June 30, 2025



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## **ARTICLE 1**

### **AGREEMENT**

#### **1. Agreement**

This bilateral and binding Agreement between the Board of Education of the Mt. Diablo Unified School District (hereafter DISTRICT) and the Mt. Diablo School Psychologist Association (hereafter ASSOCIATION) has been reached through "meeting and negotiating" as defined by Section 3540.1(h) of the Government Code.

## **ARTICLE 2**

### **RECOGNITION**

#### **2. Recognition**

Pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code, the District recognizes the Association as the exclusive representative of the School Psychologists and Behavior Health Specialists I and 11.

## **ARTICLE 3**

### **COVERAGE**

#### **3. Coverage**

The Psychologist's unit includes all temporary, probationary and permanent employees in the position of School Psychologists and Behavior Health Specialists.

## **ARTICLE 4**

### **DEFINITIONS**

#### **4. General Definitions**

Except as otherwise specified, the following definitions control the meaning of these terms when used in this Agreement:

- a. "Daily rate" or "daily rate of pay" means the unit member's annual salary divided by the number of days of required service during the year under the terms of this Agreement.
- b. "Day" means a calendar day.
- c. "Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle and aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; persons living in the immediate household.
- d. "Unit member" means any employee covered by this Agreement.
- e. "Work day" means a day when the administrative offices of the District Office are open for business.

## **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. Remittance of Dues**

Amounts deducted pursuant to Section 5 shall be remitted promptly to the Association with an alphabetical list of the employees from whom deducted.

#### **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.

**8. Union Release Time**

- a. "Reasonable Release Time" for the negotiation process means an Association bargaining team limited to five (5) individuals in attendance. Unit members shall prepare for negotiations outside of their workday unless the District agrees to release time.
- b. A unit member or 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 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 unreasonably 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**

**9. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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-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.

15. **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) 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.

16. **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.

**17. 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.

**18. Modification**

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

**19. Cost**

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

**20. 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.

**21. 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.

**22. 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

### UNIT MEMBER TRANSFER

#### 23. Assignment

- a. 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 April 15 of each year.
- b. 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 Chief, Pupil Services and Special Education and may be represented at the conference by an Association representative.
- c. In any instance of disagreement, the decision of the Chief, Pupil Services and Special Education shall be final and shall not be subject to the grievance procedure.
- d. 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.
- e. 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.

#### 24. 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 at 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 of assignments within the program are initiated by the District. If more than one member is interested in 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 position (Counseling Clinic, BHS Itinerant, Bilingual Psychologist, Outpatient Site Based BHS, Lead Psychologist). 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 will be placed in vacant assignments before 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 8

### UNIT MEMBER WORK YEAR

#### 25. Length

The length of the work year for unit members shall be 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 56 "a".

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 contacted work year, those who have chosen to work ESY shall still be compensated with a stipend for ESY during the days of overlap.

#### 26. Dates of Work Year

The work year for all unit members referred to in Section 25 above shall begin on the date determined by the District, no more than five (5) workdays 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 Chief, Pupil Services and Special Education shall be final and shall not be subject to the grievance procedure.

## **27. 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 Chief, Pupil Services and 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**

#### **28. Hours of Work**

Each unit member shall report to their assigned workplace daily at a time determined by the District. The workday shall consist of eight (8) hours, inclusive of a thirty (30) minute lunch period. Assignments of reasonable length beyond this eight (8) hour day may be made periodically by the immediate supervisor 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 off must be obtained from his/her immediate supervisor. Such approval shall not be unreasonably withheld. Supervisors will attempt to restrict staff meetings and voluntary committee meetings to the eight (8) hour day, however, one monthly staff meeting or voluntary committee meeting time beyond the eight (8) hour day shall be exempt from compensatory time.

## **ARTICLE 10**

### **UNIT MEMBER EVALUATION**

#### **29. Premises of Evaluation**

- a. The primary purpose for evaluating MDSPA members is to ensure professional competency in fulfilling the duties and responsibilities of his/her position as described in the certificated guidelines.
- b. Evaluation is an ongoing process and not limited to the formal, periodic, minimal requirements of the State and District.
- c. Self-evaluation will play a significant role in this evaluation procedure.
- d. Self-renewal and professional development are expected of all MDSPA members as an ongoing commitment to themselves, the District, and the profession.
- e. A professional level of performance is expected of all MDSPA members. When performance is deemed to be in need of improvement, specific assistance is to be offered in an organized manner (preferably by a credentialed MDSPA member who has worked as a School Psychologist/BHS for at least three (3) years) before any negative action

is considered or taken.

- f. General categories of responsibility and specific sub items which define them are to be evaluated in terms of measurable indicators of performance.

### 30. **The Primary Evaluator**

The primary evaluator is responsible for:

- a. meeting with the School Psychologist/BHS in all conferences
- b. soliciting and coordinating evaluation input from the peer reviewer and other managers
- c. preparing and completing the evaluation comments and ratings
- d. coordinating all evaluation and remediation activities for each School Psychologist/BHS
- e. completing the evaluation in all categories and subcategories of responsibility of the evaluation

### 31. **Frequency of Evaluation**

- a. Each MDSPA member is to be evaluated formally on all basic categories of responsibility and specific subcategories as agreed upon in the initial conference. If ratings lower than satisfactory are assigned, the MDSPA member will undergo a continuing evaluation (see Section 37).

Evaluation and assessment of the performance of each unit member shall be made as follows:

- 1. At least once each school year for probationary personnel.
  - 2. At least every other year for personnel with permanent status.
  - 3. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. This provision shall be in compliance with current law.
- b. Parties agree to the evaluation tool and process for the Behavior

Health Specialists I and II. See Appendix 5.

**32. Announcement of School Psychologists and Behavior Health Specialists Being Evaluated**

- a. By October 1 of each year, each evaluator is to forward to the Personnel Office a list of MDSPA members being evaluated.
- b. Upon his/her request to the Personnel Office, a copy of the list of MDSPA members being evaluated shall be provided to the President of MDSPA.

**33. Initial Conference by October 30, an Initial Conference shall be held with each school psychologist to determine:**

a. Areas of Focus

Each category of responsibility and each subcategory is important to successful performance. It is not necessary, however, that every such item be evaluated in depth every two (2) years.

Three of four major categories of responsibility will comprise the central focus of the evaluation. Those areas shall be: 1) technical competence, 2) student responsibilities, 3) school/district/community responsibility and 4) professional development. Area (1) technical competence shall be included in each evaluation. The primary evaluator in consultation with the evaluatee shall select at least two of the other three areas to be included in the evaluation process.

Such focus shall include selection of evidence of attainment for each applicable subsection of each selected major category of responsibility; completion by primary evaluator of Commendations/Recommendations sections, which may include input from contributing site managers and peer reviewer; and written self-evaluation (discretion of evaluator).

b. Additional Goals/Objectives

Additional goals/objectives may be pursued and evaluated during the year. Evidence of attainment is to be provided.

- c. A pool of tenured School Psychologists/BHS's with a minimum of three years experience who are willing to act as peer reviewers shall be established at the beginning of each academic year following establishment of the list of psychologists to be evaluated. The District and MDSPA shall make every effort to agree on who is acceptable for inclusion in the pool; however, failure to agree shall not preclude such inclusion.



The MDSPA member who is being evaluated may request input into area (1) technical competence by one of the persons who is included in the peer review pool. The MDSPA member who is being evaluated and the primary evaluator must mutually agree on the person to act as the peer reviewer for that MDSPA member; absent agreement, there shall be no peer review input.

d. Solicited Input

Advisory input from other managers familiar with work of the MDSPA member may be solicited by either the evaluator or the MDSPA member.

Additional copies of evaluation ratings appropriate to the selected areas of focus should be employed for this input and may be obtained from the Personnel Services Department. Additional input shall be made available to the MDSPA member.

NOTE: This input shall be supplementary to that described in Section 34 below. Discretion regarding content of the final evaluation rests solely with the primary evaluator.

e. Self-Evaluation

A written self-evaluation may be completed if mutually agreed upon at the initial evaluation conference.

**34. Completing the Evaluation Ratings and Final Evaluation Form**

Evaluation rating forms, for areas of focus only, are to be completed in detail by the evaluator, attached to the Final Evaluation Form and shared with the school psychologist/BHS during the final evaluation conference.

a. Level of Responsibility

For every major category of responsibility and for each subcategory in the areas of focus, the evaluator is to indicate the level of the MDSPA member's responsibility for performance of the particular function. Use the following guidelines for definition:

Primary: The MDSPA member is individually accountable for task accomplishment; functions with minimal direct supervision; has wide discretionary authority.

Delegated: The MDSPA member is assigned tasks by person primarily accountable; functions with limited direct

supervision; has considerable discretionary authority.

Assisting: The MDSPA member is secondarily accountable for task accomplishment; functions with considerable direct supervision; has limited discretionary authority.

Consultative: The MDSPA member provides technical expertise/insight in support of task accomplishment; functions with limited direct supervision; has limited discretionary authority.

b. "Not Applicable"

This N/A designation should be used only where a category or subcategory clearly has no relationship to the MDSPA member's job function.

c. Commendations/Recommendations

Commendations and/or recommendations are mandatory in areas of focus. Recommendations for improvement or expansion of function are totally appropriate in support of an evaluation rating of "meets expectations." Exceptional performance will be recognized through commendations.

d. Each category (and subcategory in areas of particular focus) shall be assigned a rating of 3, 2, or 1 according to these performance descriptions:

- 3 = meets expectations
- 2 = needs improvement
- 1 = does not meet minimal requirements

**35. Final Evaluation Conference**

The final evaluation conference must be conducted prior to May 1. The peer reviewer (see Section 33 c), if any, shall participate in this conference. The Chief, Pupil Services and Special Education shall receive peer review input no later than April 1.

- a. Evidence of attainment identified in the initial conference and provided by the MDSPA member prior to the final conference.
- b. Input as per Section 33 d
- c. Statement of constraints (see Section 35 e 2) describing reasons for less than expected performance in specific category(ies) or

subcategory(ies) if such statement is presented by the MDSPA member.

- d. Written self-evaluation, if it was agreed upon in the initial conference.

All evaluations of MDSPA members shall be the responsibility of the primary evaluator, the site managers and the peer reviewer, each in their respective areas of responsibility. The primary evaluator shall be the Chief, Pupil Services and Special Education or his/her designee. If the primary evaluator is a designee, preferably he/she shall be a School Psychologist/BHS with at least 3 years of experience. The primary evaluator shall be responsible for the final evaluation and conference.

- e. Evaluation ratings will be assigned by primary evaluator and recorded prior to the final conference on the Final Evaluation Form. This form will be given to the MDSPA member before the final conference.

- 1) When a rating of 2 or 1 on the evaluation ratings document is assigned, the MDSPA member must be evaluated the succeeding semester on the deficient performance, and if the performance passes in the succeeding semester, the evaluation will be concluded.
- 2) Each MDSPA member shall be entitled to demonstrate that specific, identifiable constraints prohibited him/her from performing at an expected level in any category of responsibility. These constraints will be part of the evaluation document.
- 3) If any specific category is assigned a rating of 2 or 1, the MDSPA member shall be given written explanation of the rating. This signed documentation will give (a) reasons for the rating, (b) specific recommendations for improvement, and (c) suggested prescriptions for the proposed improvement will be mutually agreed upon between the primary evaluator and the school psychologist. The constraints section will be incorporated, and an explanation by the primary evaluator will be given for dismissing the constraints or concerns.

- f. Written evaluation by the primary evaluator (and peer reviewer, if applicable) of Additional Goals/Objectives established in the initial conference.

The primary evaluator, with input from the peer reviewer, if any, may initiate a continuing evaluation as in Section 37 if the MDSPA member's performance with respect to agreed-upon additional goals/objectives is

deemed to be less than satisfactory. The continuing evaluation must be based upon the original cause(s) and just cause must be shown.

- g. Summary commendations and recommendations, addressing the MDSPA member's overall performance, provided at the discretion of the primary evaluator will reflect the true reports of the performance and not the primary evaluator's personal assessment.
- 36. The MDSPA member shall have the right to submit written rebuttal to any evaluation rating or statement. Such rebuttal shall be submitted within ten (10) days of the conference and shall be attached to and filed with the evaluation document. Each school psychologist/BHS shall have the right to appeal issues of evaluation procedure to the supervisor of the primary evaluator (Step 1), to the Superintendent (Step 2), and to the Board of Education (Step 3).
- 37. Continuing Evaluation: If ratings lower than satisfactory are assigned to any categories of responsibility, to any subcategories thereof, or in evaluation of any additional goals/objectives, the primary evaluator shall conduct continuing evaluation conferences prior to the end of each of the first, second, or third semesters following the school year in which the low ratings were assigned. The continuance of the evaluation depends on the rating sheets filled out by the principals, or pre-designated assessors, and are to be shown to the school psychologist/BHS. Continuance of evaluation would reflect a lack of satisfactory performance as shown on a majority of the rating sheets at a particular school site or sites.
  - a. Such continuing evaluation may be terminated earlier if it is determined by the primary evaluator either that the performance deficiencies have been corrected or that action against the MDSPA member's employment is appropriate. In case of impasse, a third party should be called in. The third party should be selected by mutual consent, and the specifics related to performance deficiency will be described.
  - b. This continuing evaluation may address only those evaluation areas to which less than satisfactory ratings have been assigned.
  - c. At each semester-end conference during the continuing evaluation, the primary evaluator shall provide a written assessment which shall be signed by the primary evaluator and MDSPA member and which shall be placed in the MDSPA member's personnel file. This written assessment may make use of the forms and format of the regular evaluation of school psychologist/BHS process or employ a simple narrative, at the mutual agreement of both the primary evaluator and MDSPA member.
  - d. The MDSPA member shall have the right to submit written rebuttal to any

evaluation rating or statement. Such rebuttal shall be submitted within ten (10) days of the evaluation conference and shall be attached to and filed with the evaluation document.

- e. At the end of the third semester of any continuing evaluation, the primary evaluator's written assessment either must indicate satisfactory performance for all semesters or must include a recommendation for appropriate action regarding the MDSPA member's employment.
- f. During a continuing evaluation, if the primary evaluator and the third party selected according to Section 37(a) above jointly agree that the MDSPA member's performance meets acceptable standards, then the regular evaluation cycle shall resume the semester following conclusion of the continuing evaluation.

## **ARTICLE 11**

### **PERSONNEL FILES**

#### **38. Inspection of Files**

- a. Every unit member shall have the right to inspect and obtain copies of materials in the personnel file upon request, provided that the inspection is made at a time when such unit member is not actually required to render service to the District.
- b. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

#### **39. Placement of Materials in the Personnel File**

- a. Any person who places written material or drafts written material for placement in a unit member's personnel file shall sign the material and signify the date on which material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- b. If the information to be placed in the personnel file is of a derogatory nature, it shall not be entered in the personnel file unless and until the unit member is given the opportunity to review the material and attach thereto his/her own comments. That review shall take place during the school day and the unit member shall be released from duty without loss of compensation for that purpose.
- c. The District shall maintain the unit members' personnel files at the District's central office. Any personnel files kept by the unit member's immediate

supervisor shall not contain any material not found in the District's files.

**40. Negative or Derogatory Material Greater than Four (4) Years Old**

- a. Upon written request by a unit member, negative or derogatory material in the unit member's personnel file which is more than four (4) years old shall be sealed and placed in a separate file in the personnel office which shall be opened only with the written permission of the unit member or upon receipt by the District of a valid subpoena or other court order compelling disclosure of such material.
- b. The District shall not initiate or cause to be initiated any action to the unit member based on such material.
- c. The contents of the envelope may be opened and utilized by the District in preparation of its defense to any allegation made by the unit member regarding the events which form the basis for the derogatory statements contained therein. The District may utilize the contents of the envelope to rebut the unit member's allegation. Material utilized as described in this subsection shall be immediately returned to the separate file.
- d. In the event the District receives a valid subpoena or other court order requiring disclosure of such material, the District shall immediately notify the unit member and the Association. The district shall immediately transmit a copy of the subpoena or other court order to the affected employee at the employee's last address of record.

**41. Complaints**

- a. Any formal complaint or criticism (other than of a criminal act indicating a need for investigation) concerning a unit member shall be brought to the attention of the unit member involved in a timely manner provided the immediate supervisor decides that action is warranted. A copy of the complaint, in writing, shall be provided to the unit member.
- b. If requested by the unit member and deemed appropriate by the immediate supervisor, a conference shall be scheduled among the unit member, the immediate supervisor, and the person making the complaint or criticism. The unit member shall at his/her option have representation at any conference.
- c. If the immediate supervisor denies a unit member's request for a conference with the person making a complaint, the immediate supervisor shall provide the unit member with the reason for denial in writing upon written request of the unit member. That response shall be made within two (2) workdays of the request.

- d. No written report or entry in a unit member's personnel file will be made based on a complaint or criticism if the unit member has requested a conference, the immediate supervisor agrees, but the person making the complaint refuses.

## **ARTICLE 12**

### **SALARIES**

#### **42. Increase and Pay Rates**

##### **2022-2023**

- Effective July 1, 2022 all unit members shall receive an ongoing salary increase totaling four percent (4%) to the salary 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.

##### **2024-2025**

- This Salary Article shall be reopened by February 28, 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, the 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 rights 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 compensations, 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 contract term only and expires at the end of the MDSPA contract term.

a. Summer School

Unit members providing summer school services shall be paid at their prorated daily salary rate.

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/Psychological/BHS Support

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, annual, and triage assessments shall do so under the following:

1. Participating School Psychologists and Behavioral Health Specialists will administer and complete assessments and reports and attend necessary IEP meetings related to those assessments.
2. Such School Psychologists and Behavioral Health Specialists may receive either compensatory time as described in Article 9 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. The availability of the above assignments will be made known to all MDSPA members.

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 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

Paychecks shall be deposited electronically into unit members' bank or other accounts.

f. Extra Work, In-Services, as follows:

When a unit member is asked by an administrator to participate in a District or school-sponsored in-service on a non-work day, with the prior written approval of the Chief, Pupil Services and Special Education, payment for such participation shall be either compensatory time or payment at the unit member's per-diem/hourly rate, the choice being at the unit member's discretion.

g. Stipends

Increase Masters' and Doctoral stipends by salary increase percentage.

h. Initial Placement on Salary Schedule

1. 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.
2. 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.

## ARTICLE 13

### UNIT MEMBER BENEFITS

#### 43. Employee Benefits

**2017-2018 Benefit Years:** Commencing with the 2017 benefit year, the District will contribute toward the cost of health insurance for each eligible full time unit member up to a maximum of 80% of the Kaiser CalPERS rate for the tier of coverage (i.e. single, two party or family coverage) selected by such unit member. Each benefit year thereafter, the District will adjust the annual maximum contribution to 80% of the Kaiser CalPERS rates applicable to such benefit year at each tier of coverage provided that the increase, if any, in such rates does not exceed 4% of the rates in effect for the previous year. Should the increase in the rates exceed the rates in effect for the previous year by more than 4%, the District will adjust its contribution by 4% and the amounts above 4% will be paid by the unit member. In the event the Kaiser CalPERS rates exceed the rates that were in effect during the previous year by more than 4%, the District contribution could be less than 80% of the Kaiser CalPERS rates effective for a particular benefit year. All premium costs that exceed the annual maximum contribution shall be paid by unit members through individual monthly payroll deductions.

Effective July 1, 2016, unit members who work 50% or 20 hours per week, or more, shall be eligible for non-prorated health benefits.

**44. I.R.C. Section 125 Plan**

A 125 Plan shall be available for unit members to use to pay with "pre-tax" dollars the difference between the District's contribution toward medical benefits and the cost of a more expensive plan offered by CalPERS and selected by the employee. Such plans may also be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

**45. New Unit Members**

New unit members must enroll in these plans by the fifteenth (15th) day of the month, or within thirty (30) days of the first date of eligible employment. Insurance coverage will begin on the first day of the month for which premiums are paid.

Temporary employees who start their benefits on October 1 and work a full school year shall be entitled to a full year of employee benefits.

**46. Retirees**

The District shall reimburse health and medical plan premiums for unit members, upon retirement under the State Teachers Retirement System, until said unit members reach age 65.

Requirements/Conditions Imposed by Carriers

The benefits provided under this section shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

**47. Payroll Deduction Rights and Information**

In addition to the foregoing District-paid plans, a unit member may authorize amounts to be withheld for premiums of certain group life, income protection, liability insurance plans, and other District recognized programs. Information on these programs may be obtained from representatives of the Association or from the Risk Management Department.

**48. Leave of Absence - Effect on Benefits**

- a. Hospital, medical, dental and prescription drug coverages continue as part of the compensation of unit members on paid leaves of absence.
- b. Unit members on an authorized unpaid leave of absence may continue their hospital, medical, dental, and prescription drug coverages, at their own expense.
- c. Payment in advance for three (3) months premium is required with either a cashier's check or money order. In the event of a price increase in any of the coverages, the employee on leave shall pay the increase with either a cashier's check or money order. A billing shall be sent to the employee on leave for immediate payment. It shall be the employee's responsibility to notify the District of any change in address or family status to insure continuity of coverages. Prepaid premiums must be received by the tenth (10th) of the preceding month in the office of the Director of Fiscal Services for coverages to continue effective. Coverages must continue without interruption in order to insure eligibility and protection.

**49. Tax-Deferred Annuity in Lieu of Medical Coverage**

Effective July 1, 2016, medical in lieu will be paid at the highest rate paid for all District bargaining units moving forward.

**50. Early Retirement Incentive Plans**

The following early retirement incentive plans shall be available to all eligible unit members.

- a. **Early-Out Plan** (Education Code 24212)

This program is available to unit members who are at least fifty-eight (58) years of age and who have thirty plus (30+) years of service in California. Under this program the retiree's allowance is reduced by one-quarter (1/4 of one percent, 1%) per month for each month under age sixty (60). Availability of this program is conditioned upon passage of enabling legislation.

- b. **Health and Medical Benefits for Spouse or Dependent**

District will reimburse for spousal or dependent health and medical benefits (including prescription coverage as provided in the plan) for a maximum of ten (10) years or until retiree reaches age sixty-five (65), whichever comes first. This benefit is available upon the retirement of the employee, provided such retirement occurs at or before the end of the fiscal year during which the employee reaches age sixty (60).

c. **Dental Insurance**

The District shall reimburse the cost of dental insurance to each employee who retires at or before the end of the fiscal year during which the employee reaches age sixty (60). Such coverage shall encompass the retiree's dependents and shall continue until the retiree reaches age sixty-five (65).

d. **CalPERS Payment**

Because STRS required that the CalPERS premiums be deducted from the retirees STRS warrant, the District will provide a concurrent, non-taxable monthly reimbursement up to the amount designated above.

## **ARTICLE 14**

### **UNIT MEMBER TRAVEL**

#### **51. Reimbursement**

A unit member who may be required to use his/her own auto in performance of his/her duties and a unit member who is assigned to more than one (1) work site shall be reimbursed at a per-mile rate adjusted annually on July 1 to correspond to the rate allowed without itemization by IRS. Such reimbursement shall be for:

- a. Travel between work sites.
- b. Meetings or activities assigned or approved by the District (e.g., Open House, activities supervision, Parents Club, PTA, Site Councils).
- c. Other work-related responsibilities.

#### **52. Approval**

Reimbursement for mileage will be for miles actually driven and must be approved in advance by the unit member's principal/program administrator or designee.

#### **53. Limitations**

One-way mileage to meetings or activities held within the District shall not exceed twenty-five (25) miles.

**ARTICLE 15  
LEAVES OF ABSENCE**

**54. Types of Leaves**

Leaves of absence provided in this contract shall fall into the following categories:

- a. Leaves of absence with pay and District-paid fringe benefits.  
The following leaves of absence with pay are provided:
  - (1) Sick Leave
  - (2) Industrial Illness or Accident
  - (3) Bereavement
  - (4) Personal Necessity
  - (5) Discretionary Day
  - (6) Jury Duty
  - (7) Court Appearance
  - (8) Paid Military
  - (9) Association Business
  - (10) Lay-off: limited to 3 days in order to seek offer of employment per Section 64.
  
- b. Leaves of absence without pay in which the unit member retains paid fringe benefits only until the end of a pay period, depending on when the leave is to commence. If the leave is to commence before the fifteenth of the calendar month, paid fringe benefits continue to the end of that calendar month. If the leave is to commence on or after the fifteenth of the calendar month, the paid fringe benefits continue until the end of the succeeding month. A unit member may elect to continue fringe benefit coverage while on unpaid leave as provided in Article 13, Section 48b of this Agreement. The following leaves of absence without pay may be provided:
  - (1) Improvement of Health
  - (2) Educational Improvement
  - (3) Maternity
  - (4) Parental
  - (5) Political
  - (6) Religious Observance
  - (7) General
  - (8) Pre-Retirement

## 55. General Policies Governing Leaves of Absence

- a. No leave will be considered an interruption in continuity of service.
- b. Requests for leave must be submitted to the Executive Director, Human Resources, in writing, giving the type of leave requested, the specific date it is to begin and the return date. Once requested and approved, the leave must be taken unless otherwise agreed to by the unit member and the District. No requests shall be unreasonably denied.
- c. A one (1) year unpaid leave may be extended for a second year with approval of the Executive Director, Human Resources. Request to extend the leave for a second year must be received no later than April 15, of the school year preceding that for which the extension is sought.
- d. For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by the number of days in the unit member's work year. The daily rate of pay so determined shall be deducted for each working day (days the unit member is required to be on duty) that the unit member is absent from duty.
- e. When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.
- f. Retirement credit shall not be earned for any leave of absence without pay. The unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.
- g. When a unit member is absent for more than five (5) days, and the Chief, Pupil Services and Special Education determines it is necessary to employ someone during that period, the individual filling that position will be called a "Substitute Psychologist or Substitute Behavior Health Specialist."

Such position or additional work shall first be offered to the BHS working at the site. If no existing BHS members volunteer, the additional work may be offered to BHS within the unit then if no BHS volunteers, the work will be offered to persons outside the bargaining unit. The assignment of additional work must be made by the Chief, Pupil Services and Special Education in writing prior to the commencement of work and once assigned, no weekly pre-approval forms will be required for the duration of the assignment.

If the existing BHS members volunteer for the additional work which then puts them over their billable hour requirement and caseload, overtime pay will be aligned to the increase in billable hours for the additional client, including direct services, paperwork, IEPs, case consults, case management and

supervision.

#### **56. Sick Leave**

- a. Annually each unit member shall be granted sick leave at the rate of one (1) day per month to a total of ten (10) days with full pay to be used in cases of accident, illness or quarantine. All annual days shall be credited to each unit member at the beginning of each school year. Any days not used will be accumulated indefinitely by the unit member for use if necessary during succeeding years. Unit members shall receive an annual accounting of accumulated sick leave.
- b. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of the disability shall be determined by the unit member and the unit member's medical advisor.
- c. After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive 60% of regular salary for a period of 100 days.
- d. Verification of the cause of absence and the unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident. The District reserves the right to require medical verification of illness for shorter periods of time if the number of absences becomes excessive or has an identifiable pattern.
- e. Unused sick leave days shall be transferred pursuant to Ed.C. 44979 when a unit member transfers to another district.
- f. Voluntary Sick Leave Donation Procedures and Forms -- see Appendix 6.

#### **57. Industrial Illness or Accident**

- a. Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year of the same accident.
- b. Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- c. Industrial accident or illness leave shall commence on the first day of



absence.

- d. When a unit member is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to him/her of not more than his/her full salary.
- e. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability/indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- g. Upon termination of the sixty (60) days of industrial accident or illness leave and if the unit member is not medically able to return to work, he/she shall be entitled to sick leave, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary Workers Compensation benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Workers Compensation benefits, will result in a payment to him/her of not more than his/her full salary.
- h. During any paid leave of absence, the unit member shall endorse to the District the temporary Workers Compensation checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- i. The unit member shall qualify for the provisions of this policy when he/she assumes a regular position with the District.
- j. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain with the State of California unless the Governing Board authorizes travel outside the state.
- k. A unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the unit member is unable to fulfill his/her regular duties because of the injury or illness.
- i. A unit member returning to his/her position from an industrial accident or illness leave, granted under the provisions of this policy, is required to

submit a doctor's statement verifying that he/she is able to resume the responsibilities of his/her position.

**58. Bereavement**

A unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five (5) days if travel beyond two hundred (200) miles is required, or ten (10) days if travel beyond the continental United States is required. A unit member may elect to use as additional bereavement leave all or a portion of the ten (10) days of personal necessity leave.

**59. Personal Necessity**

a. Use of Sick Leave

- (1) A unit member may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave is limited to seven (7) days in any fiscal year.
- (2) An absence form stating the conditions which caused the absence shall be submitted to the employer indicating that sick leave was used for personal necessity. The unit member may be required to furnish additional information.

b. Conditions of Use

- (1) Reasons which shall be considered as personal necessities are the following, and prior notice is not required:
  - (a) Death of a member of the immediate family. This is in addition to normal bereavement leave.
  - (b) Accident involving his/her person or property or the person or property of a member of the immediate family.
  - (c) Serious or critical illness of a member of the immediate family calling for services of a physician.
- (2) A unit member shall give prior written notice of the purpose and use of personal necessity leave for the following reasons:
  - (a) Appearance in any court or administrative tribunal as a litigant.
  - (b) Observance of a religious holiday or activity of his/her faith.
  - (c) Funeral of a relative or friend not living in the household.
  - (d) Maternal/Paternal - upon the birth or adoption of a child.

60. **Discretionary Leave**

With prior written notice a unit member may use seven (7) days of his/her accumulated sick leave for discretionary leave. This does not include any recreational use. This leave shall not be used as part of any concerted work stoppage or slowdown.

61. **Jury Duty**

Leaves of absence shall be granted to unit members called for jury duty at full pay. Pay granted for such leave shall be the regular rate of pay less the amount paid as a jury fee - not including mileage or other expense reimbursement. Unit members placed on "standby" awaiting potential call to jury duty shall report to their normal work station each day.

62. **Court Appearance**

A paid leave of absence shall be granted a unit member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

63. **Paid Military**

Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code. Unit members shall request that such service be scheduled to not interfere with the school year.

64. **Lay-off**

Unit members who are subject to layoff shall be entitled to three (3) days of paid leave in order to seek new employment opportunities. Notice shall be given by the affected unit member to the District prior to the use of these days.

- a. District shall notify MDSPA of the layoff of permanent employees and agree to meet and confer.

- b. Unit members shall be laid off in inverse order of seniority with the most recently-hired employees laid off first.
- c. The District shall place the laid off unit employees in a re-employment pool. Employees placed in the re-employment pool shall be listed by order of seniority and by classification. The most senior employee will be offered the first open position for which they qualify. The District will follow E.C. 44956.
- d. Written offers of employment shall be sent by registered mail with return receipt requested.
- e. An employee recalled shall retain all rights held prior to the layoff.

**65. Improvement of Health**

Any unit member may be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the unit member's ability to return to full-time service is required before reinstatement. The District shall grant an unpaid leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System. This leave shall extend not more than thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

**66. Educational Improvement**

A permanent unit member may be granted, upon request, a leave of absence without pay for purposes of educational improvement and advancement for no less than one (1) semester, nor more than one (1) year.

**67. Maternity**

The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of her pregnancy. The unit member may use sick leave when she has a disability caused or contributed to by pregnancy and recovery therefrom. If the unit member elects not to use sick leave, the request for maternity leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.

**68. Parental**

A leave of absence shall be granted to a unit member without pay for the balance of the

fiscal year for the purpose of caring for any child entrusted to his/her care.

a. **Maternity and Paternity Leave**

The District shall provide paid leave to unit member(s) for the purpose of caring for any child entrusted to their care, in accordance with AB 375.

1. In order to qualify for differential pay under AB 375, unit members must first exhaust all accumulated sick leave.
2. Eligible unit members shall be entitled to differential pay for up to a 12 week period which shall be reduced by any sick leave including accumulated leave.
3. Eligible unit members shall be entitled to differential pay at a rate of 60% of regular salary.
4. A unit member shall not be provided more than one 12 week period for maternity or paternity leave in a 12 month period. However, if a school year terminates before the 12 week period is exhausted, the employee may take the balance of the 12 week period in the subsequent year.
5. Maternity or paternity leave means leave for reason of birth of a child of the unit member or the placement of a child with a unit member in connection with the adoption or foster care of the child.

69. **Political**

A unit member who is elected to public office shall be entitled, upon request, to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on leave shall notify the Board of his/her intended return no later than April 15 of the year preceding such return regardless of when the term ends.

70. **Religious Observance**

Unit members shall be granted a leave of absence without pay for observance of a religious holiday of their faith, not to exceed two (2) days per annum.

71. **General**

A request by the unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Executive Director of Personnel for occasions of an emergency nature or in instances of extraordinary circumstances. If the leave is granted, full deduction of salary prorated on a daily rate shall be made.

## ARTICLE 16

### SCHOOL PSYCHOLOGIST/BEHAVIOR HEALTH SPECIALIST WORKLOAD

72. School Psychologists shall also be assigned to no more than three different school sites/assignments.
73. The District shall attempt also 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 such that the therapist will maintain billable hours of 270 minutes per day on average, with the maximum of nine (9) 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.
  - b. ERMHS Itinerant Behavior Health Specialist II's assigned to provide outpatient mental health services will provide no more than eighteen (18) hours per week based on full-time status.
  - c. SEEC program assigned Behavior Health Specialist I's will maintain a caseload of no more than six (6) students and will 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.
  - d. Individuals in the Counseling Clinic will 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.
  - e. Site assigned Outpatient Behavioral Health Specialist II's will 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.

- 74. Perceived violations of 72 and 73 above may be appealed first to the Chief, Pupil Services and Special Education and, failing resolution at that level, to the Superintendent, whose decision shall be final.
  
- 75. 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.

**ARTICLE 17**

**APPLICATION**

76. **Application**

This Agreement shall supersede District Policies and Procedures to the extent that the subject matter of such policies and procedures are covered to any extent by this Agreement.

**ARTICLE 18**

**SAVINGS CLAUSE**

77. **Savings Clause**

a. Savings

If any provisions of this Agreement should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

b. Reopener

In the event of such invalidation, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provision, within ten (10) days, insofar as such provision remains within the scope of bargaining.

## ARTICLE 19

### TERM

78. **Term**

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

79. **Successor Agreement**

The Association and the District shall present initial proposals for a successor Agreement no later than February 28<sup>th</sup>, 2025.

## ARTICLE 20

### SAFETY

80. **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.

81. **Reports**

Each unit member may report, in writing any adverse conditions in his/her working environment 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.



82. **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.

83. **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.

84. **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.

85. **Student Records**

In regards to students transferred for disciplinary reasons, the District will comply with E.C. 49079.

**ARTICLE 21**

**POST-RETIREMENT CONTRACT FOR SERVICE**

86. This program provides for payment to eligible retirees on a contract-for-service basis to complete or to work toward the completion of a project of value to the District.

- a. A joint committee of two (2) unit members chosen by the bargaining agent and two (2) members selected by management. The committee shall review proposals and interview the prospective participants in this program.
- b. To be eligible for participation in this program, either (1) an applicant must be eligible for retirement (age 55 or older) and must have been an employee of the District for not less than ten (10) years or (2) the applicant must have retired under the above conditions. If the applicant is a prospective retiree, he/she must have submitted in writing a letter stating the effective date of the retirement. Such notification shall be made no later than February 1.

After submitting a retirement notification, the unit member/retiree may submit a proposal to the Chief, Pupil Services and Special Education, describing in detail a project that the unit member would like to complete. This proposal must be made no later than March 1. A District proposal for a post retirement contract project must be circulated to retirees and unit members by March 1.

The committee shall review the proposals, interview the applicants, and determine which project to recommend for acceptance to the Board of Trustees. The committee and the successful applicant(s) shall mutually determine the length of the contract, the amount of the stipend, and the number of days to be served. In consultation with appropriate management personnel, the committee and successful applicant(s) shall agree on the appropriate administrator to supervise the work to be performed. The designation of the supervisor shall be subject to approval by the superintendent/designee. Final recommendations on all projects must be sent in writing to all applicants no later than April 15. Projects recommended for implementation the following year shall be presented to the Board of Trustees for action no later than May 1 and shall be acted upon by the Board no later than the first regular meeting in May. A written appeal, or a written notice of intent to appeal by appearance before the Board at the first meeting in May, must be sent prior to the first meeting in May.

c. Other Provisions

1. A prospective participant must have submitted a letter of intent to retire and must actually retire from the District in order to participate in this program. However, the prospective participant need not actually submit his/her retirement until after the Board has acted upon the post retirement proposal.
2. Once the Board has approved the contract, the retiree is responsible for the work activity and/or products as specified in the contract.
3. Projects may be proposed by the Board, potential participants, the bargaining agent, bargaining unit members or management, but are subject to individual approval by the committee described above and the Board of Trustees.
4. Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall not be arbitrary or capricious. A copy of each evaluation must be given to the participants. The Board of Trustees may elect to discontinue the

contract for the following year only upon such recommendation by the supervisor based on his/her unsatisfactory evaluation.

5. Maximum duration of participation by one (1) individual shall be five (5) consecutive years.
6. Criteria to be used by the committee for evaluating the stipend and potential contribution to the District shall include one or more of the following:
  - a. demonstrated leadership in the District, school and/or professional organizations
  - b. publications
  - c. nomination by peers
  - d. actual verified previous experience in the field of contribution
7. The total program of contracts/stipends shall be subject to an annual expenditure limit of \$6,000. The Board of Trustees may revise this expenditure limit upward if the committee recommends the funding of projects in excess of that level.
8. The decisions of the joint committee shall be not subject to the grievance procedure, but shall be subject to appeal to the Board of Trustees as specified above.

## **ARTICLE 22**

### **PROPERTY DAMAGE**

87. Property Damage as follows:
  - a. Unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions: (See Appendix 8)
    1. The loss or damage occurs through no fault of the unit member.
    2. Payment is subject to a ten dollar (\$10.00) deductible per occurrence.
    3. The maximum reimbursement for any one (1) loss shall not exceed two hundred dollars (\$200.00) except for articles of personal clothing when the maximum for any one loss shall be four hundred dollars (\$400.00).
    4. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.

5. Destruction of tires which occurs while the unit member's car is parked in a District parking lot shall be reimbursed up to the unit member's deductible up to \$150 per tire, to a total maximum of \$500. In order to receive this reimbursement, the unit member must immediately report the damage to a site administrator and file a police report.
- b. If a unit member files a claim for loss or damage to personally-owned equipment or materials (for example testing materials) which have been brought to work, reimbursement for these articles shall be allowed under the terms of this contract provided that:
  1. Such articles are for use in the normal course and scope of the unit member's job duties.
  2. Prior written approval for use of such articles is obtained from the Chief, Pupil Services and Special Education.
  3. The value of such articles is agreed upon by the unit member and the Chief, Pupil Services and Special Education prior to its use at work and is recorded in writing.
- c. Sample forms to be used to implement this section shall be distributed annually at the first staff meeting of unit members at the beginning of the school year.

**ARTICLE 23**  
**STAFF DEVELOPMENT**

88. Staff Development
  - a. The District shall provide annually \$40,000 for staff development activities.
  - b. In addition to the funds provided under section a, any unexpended funds which were allocated for Post-Retirement Contracts, Article 21, paragraph 7, shall be used for staff development activities.
  - c. The funds identified in paragraphs a and b above 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 15<sup>th</sup> 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 Chief, Pupil Services and Special Education to discuss the use of funds not expended 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 30<sup>th</sup> 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 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 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.

## **ARTICLE 24**

### **DISCIPLINE**

- 89. The purpose of this Article is to provide a remedial sequence of steps as a means of dealing with corrective action.
  - a. Just Cause: No unit member shall be subject to corrective action or discipline except for Just Cause. Corrective action under this provision shall not apply to issues of competence.
  - b. Progressive Discipline: Except in cases of gross misconduct, a corrective action shall be progressive in nature. The parties agree that progressive discipline means the level of discipline shall be tailored to fit the severity of the infraction. When disciplinary action is taken, the Employer will provide the unit member a written copy of such action. The unit member shall have the right to enter his/her response in the personnel file.
  - c. The employer shall have the burden of proof at all times.

- d. At a unit member's request, written reprimands and notices of suspension shall be sealed in a separate envelope from his or her personnel file four (4) years following the incident that was the cause for the reprimand or suspension and shall not be used in subsequent discipline proceedings except to indicate a pattern of behavior.
- e. A unit member may be represented by the association at all stages of the discipline process.
- f. At all levels of the discipline process, the unit member shall be informed by the employer of the purpose of the meeting. The employer shall inform the unit member of his/her right to Union representation prior to any meeting that could result in discipline.

## **ARTICLE 25**

### **INTERVIEW PANEL**

- 90. A committee of two to three (2-3) unit members selected solely by MDSPA (from MDSPA) and 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.

MDSPA members will be invited to participate in hiring fairs as they occur. Members will be given 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.

## **ARTICLE 26**

### **ASSIGNMENT COMMITTEE**

91. A minimum committee of six (6) unit members selected solely by MDSPA (from MDSPA) and the Chief, Pupil Services and Special Education shall meet to discuss assignments for the following school year. Additional MDSPA members beyond the six (6) unit members selected by MDSPA may be added to the committee by either MDSPA or the Chief, Pupil Services and Special Education. The committee shall discuss allotment of school psychologist time at school sites and assignments of school psychologist in an advisory capacity. The final decision of assignments and allotment of school psychologist time at school sites rests with the Chief, Pupil Services and Special Education.

TBD

Reopener After February 28, 2025



Mt. Diablo Unified School District  
**Mt. Diablo Unified School Psychologists Association**  
**2023-24 Salary Schedule (+2.5% Effective July 1, 2023)**

<b>Step</b>	<b>Behavior Specialist I</b>	<b>Behavior Specialist II</b>	<b>Psychologist</b>
1	64,632	84,845	84,845
2	67,864	89,087	89,087
3	71,258	93,526	93,526
4	74,822	98,215	98,215
5	--	103,128	103,128
6	--	103,128	103,128
7	--	103,128	103,128
8	--	104,002	104,002
9	--	104,002	104,002
10	--	104,002	104,002
11	--	105,036	105,036
12	--	106,077	106,077
13	--	107,128	107,128
14	--	108,194	108,194
15	--	109,263	109,263
16	--	110,346	110,346
17	--	111,445	111,445
18	--	112,548	112,548
19	--	113,664	113,664
20	--	114,796	114,796
21	--	115,934	115,934
22	--	117,082	117,082
23	--	118,243	118,243
24	--	119,415	119,415
25	--	120,606	120,606

To count as a year of service, 75% of each work year must be served. All increments begin on July 1.

Master's Degree Stipend of \$1,543, and Doctorate stipend of \$1,543. (Degrees must be in related filed.) Maximum of one each.

The unit member shall be considered to be on the step for the year of service immediately prior to the summer school service.

Board Approved September 28, 2022

Mt. Diablo Unified School District  
**Mt. Diablo Unified School Psychologists Association**  
**2022-23 Salary Schedule (+5.5% Effective July 1, 2022)**

Step	Behavior Specialist I	Behavior Specialist II	Psychologist
1	63,055	82,775	82,775
2	66,209	86,914	86,914
3	69,520	91,244	91,244
4	72,997	95,819	95,819
5	--	100,612	100,612
6	--	100,612	100,612
7	--	100,612	100,612
8	--	101,465	101,465
9	--	101,465	101,465
10	--	101,465	101,465
11	--	102,474	102,474
12	--	103,489	103,489
13	--	104,514	104,514
14	--	105,554	105,554
15	--	106,599	106,599
16	--	107,655	107,655
17	--	108,727	108,727
18	--	109,804	109,804
19	--	110,892	110,892
20	--	111,997	111,997
21	--	113,107	113,107
22	--	114,227	114,227
23	--	115,359	115,359
24	--	116,503	116,503
25	--	117,664	117,664

To count as a year of service, 75% of each work year must be served. All increments begin on July 1.

Master's Degree Stipend of \$1,505, and Doctorate stipend of \$1,505. (Degrees must be in related filed.) Maximum of one each.

The unit member shall be considered to be on the step for the year of service immediately prior to the summer school service.

Board Approved August 17, 2022

Mt. Diablo Unified School District  
Evaluation of School Psychologists  
Initial CONFERENCE FORM

Evaluatee \_\_\_\_\_ Evaluator \_\_\_\_\_  
Position \_\_\_\_\_ Peer Reviewer \_\_\_\_\_  
School/Location \_\_\_\_\_

**I. GENERAL RESPONSIBILITIES OF SCHOOLPSYCHOLOGISTS**

Each major category is responsibility shall be rated as part of the final evaluation, unless evaluator and evaluatee agree that a particular category is not applicable

Evaluator shall select three (3) or more categories for particular focus

Number	Category of Responsibility	Check those Selected For Particular Focus
1.0	Curriculum, Planning, & Assessment	<input type="checkbox"/>
2.0	Teaching All Students	<input type="checkbox"/>
3.0	Family and Community Engagement	<input type="checkbox"/>
4.0	Professional Culture	<input type="checkbox"/>

**II. Self-Evaluation**

Evaluator may require written self-evaluation relative to the following (check one(s) selected):

- A. Categories of responsibilities selected for focus
- B. Agreed-upon Additional Goals/Objectives

**III. ADDITIONAL GOALS/OBJECTIVES**

Evaluator may identify additional goals/objectives not specifically included in No. 1 above.  
(Describe, using extra sheets as necessary.)

**IV. INPUT TO EVALUATION TO BE SOLICITED FROM \_\_\_\_\_**

\_\_\_\_\_

_____ Signature of Evaluatee	_____ Signature of Primary Evaluator	_____ Signature of Peer Reviewer
_____ Date	_____ Date	_____ Date

**Mt. Diablo Unified School District  
Evaluation of School Psychologist  
FINAL EVALUATION FORM**

Evaluatee		Primary Evaluator	
Position		Position	
School Location		Peer Reviewer	
Period of Evaluation	20__ to 20__	Position	

Exemplary  
Proficient  
Needs Improvement  
Unsatisfactory

NO.	CATEGORY OF RESPONSIBILITY	N/A	RATING				AREAS OF FOCUS
			4	3	2	1	
1.0	Curriculum, Planning, & Assessment						
2.0	Teaching All Students						
3.0	Family and Community Engagement						
4.0	Professional Culture						

Evaluation of Additional Goals/Objectives: (Add Additional sheet if necessary)

- Description of constraints to performance attached?     Yes     No
- Continuing evaluation (biannual) required?     Yes     No (If yes, Rating Explanation Form must be attached)
- Evaluates response to evaluation to be attached?     Yes     No

Signature of Evaluatee	Signature of Primary Evaluator	Signature of Peer Reviewer
Date	Date	Date

*This form shall be signed in the presence of evaluator(s) and evaluatee. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.*

*Attach Evaluation Rating Sheets for Areas of Focus*

## Evaluation Ratings For School Psychologists

Evaluatee \_\_\_\_\_  
 School/ Year \_\_\_\_\_  
 Responsibility Level (P-D-A-C)

CATEGORY OF RESPONSIBILITY	AGREED-UPON EVIDENCE OF ATTAINMENT					N/A
	4 Exemplary	3 Proficient	2 Needs Improvement	1 Unsatisfactory		
1.0 Curriculum, Planning, and Assessment						
A.1 Professional Knowledge						
A.2 Child & Adolescent Knowledge						
A.3 Plan Development						
A.4 Well Structured Lessons						
B.1 Variety of Assessment Methods						
B.2 Adjustments to Practice						
C.1 Analysis and Conclusions						
C.2 Sharing Conclusions with Colleagues						
C.3 Sharing Conclusions with Students and Families						

**Evaluation Ratings For School Psychologists**

C.4 Intervention Monitoring and Evaluation																	
--------------------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Comments: (Use additional sheets as needed.)

Recommendations: (Use additional sheets as needed.)

## Evaluation Ratings For School Psychologists

Evaluatee \_\_\_\_\_  
 School/ Year \_\_\_\_\_

Responsibility  
 Level (P-D-A-C)

Meets  
 Expectations 3  
 Needs  
 Improvement 2  
 Does not meet  
 Min Require. 1  
 N/A

CATEGORY OF RESPONSIBILITY	AGREED-UPON EVIDENCE OF ATTAINMENT	3	2	1	N/A
2.0 Teaching All Students					
A.1 Quality of Effort and Work					
A.2 Student Engagement					
A.3 Meeting Diverse Needs					
B.1 Safe Learning Environment					
B.2 Collaborative Learning Environment					
B.3 Student Motivation					
C.1 Clear Expectations					
C.2 High Expectations					
C.3 Access to Knowledge					

## Evaluation Ratings For School Psychologists

Commendations: (Use additional sheets as needed.)

Recommendations: (Use additional sheets as needed.)



## Evaluation Ratings For School Psychologists

Evaluatee \_\_\_\_\_  
 School/ Year \_\_\_\_\_  
 Responsibility Level (P-D-A-C)

Meets Expectations  
 Needs Improvement  
 Does not meet Min Require.  
 N/A

CATEGORY OF RESPONSIBILITY	AGREED-UPON EVIDENCE OF ATTAINMENT	3	2	1	N/A
3.0 Family and Community Engagement					
A.1 Parent/Family Engagement					
B.1 Student Support					
C.1 Two-way Communication					
C.2 Community Connections					

Comments: (Use additional sheets as needed.)

Recommendations: (Use additional sheets as needed.)

## Evaluation Ratings For School Psychologists

Evaluatee \_\_\_\_\_  
 School/ Year \_\_\_\_\_

Responsibility  
 Level (P-D-A-C)

Meets  
 Expectations 3  
 Needs  
 Improvement 2  
 Does not meet  
 Min Require. 1  
 N/A

CATEGORY OF RESPONSIBILITY	AGREED-UPON EVIDENCE OF ATTAINMENT	3	2	1	N/A
4.0 Professional Culture					
A1 Professional Learning and Growth					
B.1 Professional Collaboration					
B.2 Consultation					
C.1 Decision Making					
D.1 Shared Responsibility					
E.1 Judgement					
E.2 Reliability and Responsibility					

## Evaluation Ratings For School Psychologists

Commendations: (Use additional sheets as needed.)

Recommendations: (Use additional sheets as needed.)

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p><b>A. Curriculum and Planning Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Knowledge</li> <li>2. Child &amp; Adolescent Development</li> <li>3. Plan Development</li> <li>4. Well-Structured Lessons</li> </ol> <p><b>B. Assessment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Variety of Assessment Methods</li> <li>2. Adjustments to Practice</li> </ol> <p><b>C. Analysis Indicator</b></p> <ol style="list-style-type: none"> <li>1. Analysis and Conclusions</li> <li>2. Sharing Conclusions With Colleagues</li> <li>3. Sharing Conclusions With Students and Families</li> <li>4. Intervention Monitoring and Evaluation*</li> </ol>	<p><b>A. Instruction Indicator</b></p> <ol style="list-style-type: none"> <li>1. Quality of Effort and Work</li> <li>2. Student Engagement</li> <li>3. Meeting Diverse Needs</li> </ol> <p><b>B. Learning Environment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Safe Learning Environment</li> <li>2. Collaborative Learning Environment</li> <li>3. Student Motivation</li> </ol> <p><b>C. Expectations Indicator</b></p> <ol style="list-style-type: none"> <li>1. Clear Expectations</li> <li>2. High Expectations</li> <li>3. Access to Knowledge</li> </ol>	<p><b>A. Engagement Indicator</b></p> <ol style="list-style-type: none"> <li>1. Parent/Family Engagement</li> </ol> <p><b>B. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Student Support</li> </ol> <p><b>C. Communication Indicator</b></p> <ol style="list-style-type: none"> <li>1. Two-Way Communication</li> <li>2. Community Connections</li> </ol>	<p><b>A. Professional Growth Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Learning and Growth</li> </ol> <p><b>B. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Collaboration</li> <li>2. Consultation</li> </ol> <p><b>C. Decision-Making Indicator</b></p> <ol style="list-style-type: none"> <li>1. Decision-making</li> <li>2. Consultation</li> </ol> <p><b>D. Shared Responsibility Indicator</b></p> <ol style="list-style-type: none"> <li>1. Shared Responsibility</li> </ol> <p><b>F. Professional Responsibilities Indicator</b></p> <ol style="list-style-type: none"> <li>1. Judgment</li> <li>2. Reliability and Responsibility</li> </ol>

\*I.C.4. and III.C.3. are elements specific to the MSPA model (not included in the DESE Specialized Instructional Support Personnel rubric).

**Standard 1: Curriculum, Planning, and Assessment.** *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I.A.. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility; has a good grasp of child development and how students learn; and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.					
I-A. ELEMENTS	Unsatisfactory	Needs Improvement	Proficient	Exemplary	
<b>I-A-1. Professional Knowledge (QP)</b> <i>NASP Domain 1: Data-based decision making and accountability.</i> <i>NASP Domain 3: Interventions and instructional support to develop academic skills</i> <i>NASP Domain 4: Interventions and mental health services to develop social and life skills</i>	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research.	Demonstrates factual knowledge of professional practice and sometimes applies it effectively in providing services for students and educators.	Demonstrates sound knowledge and understanding of professional practice (e.g., as it relates to developing interventions, designing programs and services, interpreting research), and consistently and effectively applies it in providing services for students and educators.	Demonstrates mastery of professional practice(e.g., as it relates to developing interventions, designing programs and services, interpreting research), and consistently and effectively applies it in providing services for students and educators (e.g., in developing academic and behavioral interventions, prevention programs; Models this practice for colleagues and/or provides training in its use.	
<b>I-A-2. Child and Adolescent Development</b> <i>NASP Domain 3: Interventions and instructional support to develop academic skills</i> <i>NASP Domain 4: Interventions and mental health services to develop social and life skills</i>	Demonstrates little or no knowledge of child and adolescent development; recommends supports or strategies for students that consequently do not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when recommending supports or strategies for students.	Demonstrates knowledge of students' developmental levels and the different ways that students learn or behave, and applies this knowledge by proposing appropriate supports and strategies for students.	Demonstrates knowledge of students' developmental levels and the different ways that students learn or behave, and applies this knowledge by proposing appropriate supports and strategies for students that prove effective in enabling students to make significant progress toward meeting stated outcomes.	

<p><b>I-A-3. Plan Development</b>  <i>NASP Domain 1: Data-based decision making and accountability.</i>  <i>NASP Domain 2: Consultation and collaboration</i></p>	<p>Does not actively engage with colleagues in the development of behavioral and/or academic interventions.</p>	<p>Develops or contributes to the development of behavioral and/or academic interventions that fails to strategically account for individual differences.</p>	<p>In collaboration with team members or colleagues, develops or contributes to the timely development of well designed, behavioral and/or academic interventions while accounting for individual differences based on biological, cultural, and social influences.</p>	<p>In collaboration with team members or colleagues, develops or contributes to the timely development of well designed, measurable behavioral and/or academic interventions while accounting for individual differences based on biological, cultural, and social influences; Provides specific, measurable goals with which to evaluate plan effectiveness.</p>
<p><b>I-A-4. Well-Structured Lessons</b></p>	<p>Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.</p>	<p>Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.</p>	<p>Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, activities, and resources.</p>	<p>Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, activities, and resources to attend to individual student needs. Is able to model this element.</p>

<p><b>Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessment to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.</b></p>				
<p><b>1-B. ELEMENTS</b>  <b>I-B-1. Variety of Assessment Methods (QP)</b>  <i>NASP Domain 1: Data-based decision making and accountability</i>  <i>NASP Domain 8: Diversity in Development and Learning</i></p>	<p><b>Unsatisfactory</b>  Assesses student learning, behavior, and development using a limited and unvarying set of assessment methods, without consideration of student differences in culture, language, level of functioning, and referral concerns.</p>	<p><b>Needs Improvement</b>  Assesses student learning, behavior, and development using a limited repertoire of assessment methods, without full consideration of student differences in culture, language, level of functioning, and referral concerns.</p>	<p><b>Proficient</b>  Strategically selects from a variety of assessment methods (i.e., review of records, observation, interview/ rating scales, and testing) to assess student learning, behavior, and development to account for student differences in culture, language, level of functioning, and referral concerns.</p>	<p><b>Exemplary</b>  Strategically selects from a variety of assessment methods (i.e., review of records, observation interview/ rating scales, and testing) to assess student learning, behavior, and development to account for student differences in culture, language, level of functioning, and referral concerns. Informs, encourages, or trains colleagues in the use of assessment measures that are responsive to student differences.</p>

<p><b>I-C-4. Intervention Monitoring and Evaluation (Adjustments to Practice)</b> <i>NASP Domain 1: Data-based decision making and accountability</i> <i>NASP Domain 9: Research and Program Evaluation</i></p>	<p>Does not follow up on assessment recommendations or interventions by checking with colleagues or by collecting data.</p>	<p>Follows up on some assessment recommendations and interventions by checking with colleagues about their effectiveness.</p>	<p>Facilitates or assists with data collection to determine the effectiveness of interventions devised in collaboration with colleagues and/or of recommendations proposed in assessment of students.</p>	<p>Facilitates or assists with data collection to determine the effectiveness of interventions devised in collaboration with colleagues and/or of recommendations proposed in assessment of students; Uses data to modify interventions and/or recommendations accordingly.</p>
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**Indicator I.C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.**

I-C. ELEMENTS	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>1-C-1. Analysis and Conclusions (QP)</b> <i>NASP Domain 1: Data-based decision making and accountability</i></p>	<p>Reports assessment results without explaining their relevance to educational performance and needs or to recommendations.</p>	<p>Relates assessment findings to educational performance and needs, but recommendations lack specificity or relevance.</p>	<p>Skillfully interprets assessment findings, and relates them to educational performance and needs, and to recommendations.</p>	<p>Skillfully interprets assessment findings, and relates them to educational performance and needs, and to recommendations. Consistently provides valuable insights and child-specific, evidence based recommendations.</p>
<p><b>I-C-2. Sharing Conclusions With Colleagues</b> <i>NASP Domain 3: Consultation and Collaboration</i> <i>NASP Domain 4: Interventions and mental health services to develop social and life skills</i></p>	<p>Rarely shares relevant student information with colleagues or engages them in effective collaboration that supports improved student learning and/or development.</p>	<p>Only occasionally shares relevant student information with colleagues or engages them in effective collaboration that supports improved student learning and/or development.</p>	<p>Presents key, relevant findings to colleagues clearly, respectfully, and in sufficient detail to promote effective collaboration that supports improved student learning and/or development. Takes initiative to review and explain findings before and/or after team meetings as needed to ensure optimal communication and coordination among colleagues</p>	<p>Presents key, relevant findings to colleagues clearly, respectfully, and in sufficient detail to promote effective collaboration that supports improved student learning and/or development. Takes initiative to review and explain findings before and/or after team meetings as needed to ensure optimal communication and coordination among colleagues</p>

<p><b>I-C-3.</b>  <b>Sharing Conclusions With Students and Families</b>  <i>NASP Domain 7: Family-School Collaboration Services</i></p>	<p>Provides minimally required findings; offers little or no strategies or supports to promote student learning and development.</p>	<p>Provides required findings and some strategies and supports to promote student learning and development; minimally engages students and families to promote student learning and development.</p>	<p>Presents key, relevant assessment findings to students and families in a clear, concise, non-technical, respectful manner, and engages them in constructive conversation to promote student learning and development.</p>	<p>Presents key, relevant assessment findings to students and parents in a clear, concise, non-technical, respectful manner, and engages them in constructive conversation to promote student learning and development; provides additional opportunities for presenting and discussing findings as needed.</p>
<p><b>I-C-4.</b>  <b>Intervention Monitoring and Evaluation</b>  <i>NASP Domain 9: Research and Program Evaluation</i></p>	<p>Does not follow up on assessment recommendations or interventions by checking with colleagues or by collecting data.</p>	<p>Follows up on some assessment recommendations and interventions by checking with colleagues about their effectiveness.</p>	<p>Facilitates or assists with data collection to determine the effectiveness of interventions devised in collaboration with colleagues and/or of recommendations proposed in assessment of students.</p>	<p>Facilitates or assists with data collection to determine the effectiveness of interventions devised in collaboration with colleagues and/or of recommendations proposed in assessment of students; Uses data to revise interventions and/or recommendations as needed.</p>



**Standard II: Teaching All Students. Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.**

<b>Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.</b>					
<b>II-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>	
<b>II-A-1. Quality of Effort and Work</b> NASP Domain 3: <i>Interventions and instructional support to develop academic skills</i>	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	Uses assessment data to consistently define high and realistic expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors for staff and students.	Uses assessment data to consistently define high and realistic expectations for student work and behavior, and effectively supports students to set realistically high expectations for each other to persevere and produce high-quality work. Is able to model this element.	
<b>II-A-2. Student Engagement</b> NASP Domain 3: <i>Interventions and instructional support to develop academic skills</i>	Works with other school personnel to develop and implement interventions or instructional practices that leave most students uninvolved and/or passive.	Works with other school personnel to develop, implement, and evaluate effective interventions or instructional practices that motivate and engage some students but leave others uninvolved and/or passive.	Consistently works with other school personnel to develop, implement, and evaluate effective interventions or instructional practices likely to motivate and engage most students during the lesson, activity, or session.	Consistently works with other school personnel to develop, implement, and evaluate effective interventions or instructional practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.	
<b>II-A-3. Meeting Diverse Needs</b> NASP Domain 3: <i>Interventions and instructional support to develop academic skills</i> NASP Domain 8: <i>Diversity in Development and Learning</i>	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	Uses professional practices and supports that promote effective functioning for individuals, families, and schools with diverse needs, cultures, and backgrounds across multiple contexts.	Uses professional practices and supports that promote effective functioning for individuals, families, and schools with diverse characteristics, learning needs, cultures, and backgrounds across multiple contexts.	

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>II-B-1. Safe Learning Environment</b> <i>NASP Domain 4: Interventions and services to develop social and life skills</i>  <i>NASP Domain 6: Preventive and Responsive Services</i>	<p>Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.</p>	<p>May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.</p>	<p>Works with others to develop evidence-based routines and interventions that create and maintain a safe physical, social and intellectual environment where students take academic and pro-social risks and most behaviors that interfere with learning are addressed.</p>	<p>Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.</p>
<b>II-B-2. Collaborative Learning Environment</b> <i>NASP Domain 4: Interventions and services to develop social and life skills</i>  <i>NASP Domain 6: Preventive and Responsive Services</i>	<p>Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.</p>	<p>Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.</p>	<p>in collaboration with others, uses assessment data to implement and evaluate evidence-based services that facilitate the development of students' interpersonal, group, and communication skills, and provides opportunities for students to learn in groups with diverse peers.</p>	<p>Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.</p>

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-3. Student Motivation  NASP Domain 4: Interventions and mental health services to develop social and life skills  NASP Domain 6: Preventive and Responsive Services	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	In collaboration with others, consistently creates learning experiences for groups, classrooms and individuals that guide students to identify their strengths, interests, and needs; supports the development of their mental and physical health; and challenge themselves to succeed.	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

Indicator II-C. Expectations. Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible to all students.				
I-C. ELEMENTS	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II.C.1 Clear expectations  NASP Domain 1: Data-based decision making and accountability.  NASP Domain 3: Interventions and instructional support to develop academic skills	Fails to provide support to educators and students in setting and clearly communicating goals and expectations for student work, effort, and behavior based on assessment data and evidence based practice	Inconsistently provides support to educators and students in setting and clearly communicating goals and expectations for student work, effort, and behavior based on assessment data and evidence based practice	Assists educators and students in setting and clearly communicating goals and expectations for student work, effort, and behavior based on assessment data and evidence based practice.	Individually and with colleagues, consistently Assists educators and students in setting and clearly communicating goals and expectations for student work, effort, and behavior based on assessment data and evidence based practice.
II.C.2 High expectations  NASP Domain 1: Data-based decision making and accountability.  NASP Domain 3: Interventions and instructional support to develop academic skills	Fails to provide the design and delivery of interventions that help students develop skills necessary to become self-regulated, self-motivated, and active learners.	Inconsistently facilitates the design and delivery of interventions that help students develop skills necessary to become self-regulated, self-motivated, and active learners.	Facilitates the design and delivery of interventions that help students develop skills necessary to become self-regulated, self-motivated, and active learners.	Facilitates the design and delivery of interventions that help students develop [paraphrase Domain 3, bullet point 2] ... and promotes the professional development of colleagues in this area (e.g., training, teaching, coaching assisting, and/or demonstrating.

<p><b>II.C.3</b>  <b>Access to Knowledge</b>  <i>NASP Domain 1: Data-based decision making and accountability.</i>  <i>NASP Domain 3: Interventions and instructional support to develop academic skills</i></p>	<p>Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.</p>	<p>Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.</p>	<p>Based on assessment data and research on effective interventions and supports, consistently adapts and improves instruction, services, plans, communication, and/or assessments, to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.</p>	<p>Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.</p>
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**Standard III: Family and Community Engagement. Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.**

<b>Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.</b>				
<b>III-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
<b>III-A-1. Parent/Family Engagement</b>  <i>NASP Domain 7 Family-School Collaboration Services</i>	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning. Exhibits limited attention to communicating and information sharing for parent and diverse audiences.	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community through effective communication, collaboration and information sharing for parents and diverse audiences.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Through effective communication, collaboration and information sharing for parents and diverse audiences. Have knowledge of varied models and strategies to promote effective engagement. Is able to model this element.

<b>Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
<b>III-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
<b>III-B-1. Student Support</b>  <i>NASP Domain 2: Consultation and collaboration</i>  <i>NASP Domain 7 Family-School Collaboration Services</i>	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with, and seeks collaborative input from, parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with and seeks collaborative input from, parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication NASP Domain 7 Family-School Collaboration Services	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C. Elements III-C-2 Community Connections NASP Domain 6: Preventive and Responsive Services	Unsatisfactory Makes few attempts to inform families about community-based supports and programs as additional prevention or interventions strategies.	Needs Improvement Provides general information to families about community-based supports and programs as additional prevention or intervention strategies; may occasionally assist families in accessing the support.	Proficient Assists families in accessing appropriate community-based supports and programs as additional prevention or intervention strategies; regularly acts as a liaison and/or collaborator between the school and community-based support or program.	Exemplary Assists families in accessing appropriate community-based supports and programs as additional prevention or intervention strategies; regularly acts as a liaison and/or collaborator between the school and community-based support or program. Is able to model this element.

**Standard IV: Professional Culture. Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.**

Indicator IV-A.	Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.			
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>IV-A-1. Professional Learning and Growth</b></p> <p><i>NASP Domain 10: Legal, Ethical and Professional Practice</i></p>	<p>Fails to participate in any professional development and learning opportunities to improve practice and/or applies little new learning to practice.</p>	<p>Inconsistently participates in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.</p>	<p>Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities, and maintains professional development requirements needed for DESE certification/licensure.</p>	<p>Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership (through the use of supervision and mentorship opportunities) and maintains professional development requirements needed for DESE certification/licensure. Is able to model this element.</p>

Indicator IV-B.	Collaboration: Collaborates effectively with colleagues on a wide range of tasks.			
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>IV-B-1. Professional Collaboration</b></p> <p><i>NASP Domain 2: Consultation and Collaboration</i></p> <p><i>NASP Domain 5: School-Wide Practices to Promote Learning</i></p>	<p>Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.</p>	<p>Does not consistently collaborate with colleagues in ways that create and maintain a multitiered continuum of services to support attainment of student goals.</p>	<p>Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation to create and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which will support each students' attainment of academic, social, emotional, and behavioral goals at both the classroom and school level.</p>	<p>Facilitates effective collaboration with and among colleagues through shared planning and/or informal conversation to create, and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which will support each students' attainment of academic, social, emotional, and behavioral goals at both the classroom and school level. Is able to model and teach this element.</p>

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>IV-B-2. Consultation</b> <i>NASP Domain 2: Consultation and collaboration</i> <i>NASP Domain 5: School-Wide Practices to Promote Learning</i>	Does not demonstrate a facility for using a problem-solving process and regularly provides inappropriate advice. Does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Inconsistently uses a problem-solving process to collaborate and consult with colleagues. At times provides advice that is inappropriate or poorly formulated and/or implemented to effectively address student needs.	Consistently uses a problem-solving process to effectively collaborate and consult with colleagues through shared planning, implementation, and evaluation of appropriate and targeted academic, behavioral, and social/emotional interventions at the individual, classroom, or school level.	Is able to model and consistently use a problem-solving process to effectively collaborate and consult with colleagues through shared planning, implementation, and evaluation of successfully created appropriate and effective targeted academic, behavioral, and social/emotional interventions at the individual, classroom, or school level.

<b>Indicator IV-C. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.</b>				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<b>IV-C-1. Decision-Making</b> <i>NASP Domain 5: School-Wide Practices to Promote Learning</i> <i>NASP Domain 9: Research and Program Evaluation</i>	Participates in planning and decision making at the school, department, and/or grade level only when asked and fails to demonstrate knowledge of relevant evidence based interventions and programs.	May participate in planning and decision making at the school, department, and/or grade level but inconsistently applies knowledge of evidence based interventions and programs.	Applies knowledge of evidence based interventions in the planning and development of existing school based programs and services.	Uses data in the evaluation of existing programs and services while using knowledge of evidence based interventions to plan, develop and facilitate the creation of new programs and services.



Indicator IV-D. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Shared Responsibility  NASP Domain 5: School-Wide Practices to Promote Learning	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces school-wide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

Indicator IV-E. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Judgment  NASP Domain 10: Legal, Ethical and Professional Practice	Demonstrates poor judgment, ethical practices and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment, ethical practices and/or inadvertently shares confidential information.	Consistently demonstrates sound judgment reflecting ethical practice, integrity, honesty, fairness, and trustworthiness, demonstrates responsible record keeping and protects student confidentiality appropriately.	Consistently demonstrates sound judgment and practices in ways that are consistent with ethical, professional, and legal standards and regulations, demonstrates responsible record keeping and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-E-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records/record keeping, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records/record keeping.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork/record keeping, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

**Mt. Diablo Unified School District**  
**Evaluation of Behavior Health Specialists**  
 INITIAL EVALUATION FORM

<b>Evaluatee</b>		<b>Primary Evaluator</b>	
<b>Position</b>		<b>Position</b>	
<b>School Location</b>		<b>Peer Reviewer</b>	
<b>Period of Evaluation</b>	20__ to 20__	<b>Position</b>	

- Instructions for evaluation:
- Initial phase of evaluation requires completion of agreed-upon evidence of attainment (i.e. write in the types of sample documentation) for each Category of Responsibility and related sub items chosen. It is required to complete the Technical Competence category and all the Technical Competence sub items. (Refer to the attached Clinical Supervision Definition of Categories page for guidance on technical competencies).
  - Then, chose two of the other three Categories of Responsibility (i.e. Student, School, or Professional Dev.). For the two additional categories chosen, include three of the listed sub items in addition to the personal reflection sub item.
  - Determine if you want a Peer Reviewer to complete the process with you and that the Peer Reviewer meets the district's experience requirement (minimum of 3 years). The Peer Reviewer will review your proposed initial agreed-upon evidence of attainment. The Peer Reviewer will observe you and give you feedback for specified job duties to be outlined. The Peer Reviewer will also participate in your Final Evaluation.
  - For the Final Evaluation, attach all of the sample documentation previously identified as agreed-upon evidence of attainment. Organize those attachments into the three major Categories of Responsibility. For each category include a cover sheet (use attached template) that includes your overall personal reflection of your competence of that category (satisfying that sub item requirement).
  - Site administrator(s) and/or supervisor(s) will independently submit feedback to the primary evaluator.

NO.	CATEGORY OF RESPONSIBILITY	N/A	RATING			CHECK AREA OF FOCUS
			3	2	1	
			Meet Expectation	Needs Improvement	Does Not Meet Minimum Require.	
1.0	Technical Competence					
2.0	Student Responsibilities					
3.0	School/District/Community Responsibilities					
4.0	Professional Development					

Evaluation of Additional Goals/Objectives: (Add additional sheet if necessary).

Description of constraints to performance attached?	Yes	No
Continuing evaluation (biannual) required?	Yes	No (If yes, Rating Explanation Form must be attached).
Evaluates response to evaluation to be attached	Yes	No

Signature of Evaluatee	Signature of Primary Evaluator	Signature of Peer Reviewer
Date	Date	Date

*This form shall be signed in the presence of evaluators and evaluatee. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report. Attach Evaluation Rating Sheets for Areas of Focus*

**Mt. Diablo Unified School District**  
**Evaluation of Behavior Health Specialists**  
**FINAL EVALUATION FORM**

Evaluatee \_\_\_\_\_  
 Position \_\_\_\_\_  
 School Location \_\_\_\_\_  
 Period of Evaluation 20\_\_ to 20\_\_

Primary Evaluator \_\_\_\_\_  
 Position \_\_\_\_\_  
 Peer Reviewer \_\_\_\_\_  
 Position \_\_\_\_\_

**Instructions for evaluation:**

- Initial phase of evaluation requires completion of agreed-upon evidence of attainment (i.e. write in the types of sample documentation) for each Category of Responsibility and related sub items chosen. It is required to complete the Technical Competence category and all the Technical Competence sub items. (Refer to the attached Clinical Supervision Definition of Categories page for guidance on technical competencies).
- Then, choose two of the other three Categories of Responsibility (i.e. Student, School, or Professional Dev.). For the two additional categories chosen, include three of the listed sub items in addition to the personal reflection sub item.
- Determine if you want a Peer Reviewer to complete the process with you and that the Peer Reviewer meets the district's experience requirement (minimum of 3 years). The Peer Reviewer will review your proposed initial agreed-upon evidence of attainment. The Peer Reviewer will observe you and give you feedback for specified job duties to be outlined. The Peer Reviewer will also participate in your Final Evaluation.
- For the Final Evaluation, attach all of the sample documentation previously identified as agreed-upon evidence of attainment. Organize those attachments into the three major Categories of Responsibility. For each category include a cover sheet (use attached template) that includes your overall personal reflection of your competence of that category (satisfying that sub item requirement).
- Site administrator(s) and/or supervisor(s) will independently submit feedback to the primary evaluator.

NO.	CATEGORY OF RESPONSIBILITY	N/A	RATING			CHECK AREA OF FOCUS
			3	2	1	
1.0	Technical Competence					
2.0	Student Responsibilities					
3.0	School/District/Community Responsibilities					
4.0	Professional Development					

Evaluation of Additional Goals/Objectives: (Add additional sheet if necessary).

Description of constraints to performance attached? Yes      No

Continuing evaluation (biannual) required? Yes      No (If yes, Rating Explanation Form must be attached).

Evaluatees response to evaluation to be attached Yes      No

\_\_\_\_\_  
Signature of Evaluatee

\_\_\_\_\_  
Signature of Primary Evaluator

\_\_\_\_\_  
Signature of Peer Reviewer

Date

Date

Date

*This form shall be signed in the presence of evaluators and evaluatee. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report. Attach Evaluation Rating Sheets for Areas of Focus*

# Evaluation Ratings for Behavior Health Specialists

Evaluatee \_\_\_\_\_

School Year \_\_\_\_\_

CATEGORY OF RESPONSIBILITY	Responsibility Level P-D-A-C	AGREED-UPON EVIDENCE OF ATTAINMENT			Does not meet minimum	N/A
		Meets Expectations	Needs Improvement	1		
1.0 Technical Competence						
1.1 Demonstrates knowledge of counseling theories and techniques and applies them within the context of individual student and family needs.						
1.2 Demonstrates knowledge of child and adolescent development, including cultural variations, and applies them within the context of the individual students' needs.						
1.3 Assessment/Evaluation- Gathers relevant information, identifies problems, and formulates a diagnostic picture.						
1.4 Intervention Plan-Implements an intervention plan based on assessment of the client's needs and monitors client progress in meeting plan goals. Modifies and updates plans as clinically indicated and makes adjustments in therapeutic approaches.						
1.5 Demonstrates awareness of therapeutic or personal biases that may interfere with treatment.						
1.6 Writes progress notes and treatment plans in timely manner in keeping with Utilization Review standards and in compliance of Medi-Cal requirements.						
1.7 Maintains case load and average daily productivity.						
1.8 Personal Reflection						
Other-as specified in initial conference.						
Describe:						

Commendations (Use additional sheets as needed).

Recommendations (Use additional sheets as needed).

# Evaluation Ratings for Behavior Health Specialists

Evaluatee \_\_\_\_\_

School Year \_\_\_\_\_

CATEGORY OF RESPONSIBILITY	Responsibility Level P-D-A-C	AGREED-UPON EVIDENCE OF ATTAINMENT			N/A
		Meets Expectations 3	Needs Improvement 2	Does not meet minimum 1	
2.0 Student Responsibility					
2.1 Establishes standards of conduct, contributing to the culture for student behavior throughout the school using direct and indirect intervention methods.					
2.2 Counsels students and families using appropriate client specific intervention.					
2.3 Refers and links clients and families with treatment programs and support services as necessary.					
2.4 Advocates on behalf of clients to ensure opportunities and appropriateness of school and community accommodations and services.					
2.5 Actively seeks to maintain safety of clients and staff coordinating and assisting in crisis intervention and stabilization, including timely 5150 assessment.					
2.6 Engages families using family specific and culturally appropriate interventions.					
2.7 Personal Reflection					
Other-as specified in initial conference.					
Describe:					

Commendations (Use additional sheets as needed).

Recommendations (Use additional sheets as needed).

## Evaluation Ratings for Behavior Health Specialists

Evaluatee \_\_\_\_\_

School Year \_\_\_\_\_

CATEGORY OF RESPONSIBILITY	Responsibility Level P-D-A-C	AGREED-UPON EVIDENCE OF ATTAINMENT			N/A
		Meets Expectations	Needs Improvement	Does not meet minimum	
3.0 School/District/Community Responsibility				1	
3.1 Provides direction to members of the school staff to ensure thorough, safe, outcome-oriented care. Plans, directs and coordinates student and staff activities.					
3.2 Remains current with information on services and agencies in the community for linkage of students and families.					
3.3 Maintains working relationship with key community agencies.					
3.4 Organizes and conducts trainings for school community related to current needs.					
3.5 Maintains professional effective communication with school community while upholding student confidentiality.					
3.6 Personal Reflection					
Other-as specified in initial conference.					
Describe:					
Commendations (Use additional sheets as needed).					
Recommendations (Use additional sheets as needed).					

## Evaluation Ratings for Behavior Health Specialists

Evaluatee \_\_\_\_\_

School Year \_\_\_\_\_

CATEGORY OF RESPONSIBILITY	Responsibility Level P-D-A-C	AGREED-UPON EVIDENCE OF ATTAINMENT			Meets Expectations	2	Needs Improvement	1	Does not meet minimum	N/A
		3	2	1						
4.0 Professional Development										
4.1 Actively attends and uses supervision appropriately by presenting cases, providing feedback to colleagues, and respecting the supervision process.										
4.2 Shows evidence of participation in professional development.										
4.3 Demonstrates personal growth in cultural competency.										
4.4 Personal Reflection										
Other-as specified in initial conference. Describe:										
Commendations (Use additional sheets as needed).										
Recommendations (Use additional sheets as needed).										

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
MT. DIABLO PSYCHOLOGIST ASSOCIATION**

**Sick Leave Donation Procedure**

The purpose of this procedure is to allow a MDPSA unit member to donate a limited amount of his/her accrued sick leave days to another unit member due to the unit member's catastrophic illness or injury.

Catastrophic illness or injury means an unexpected and/or life threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time.

Procedures:

1. When an employee determines that he/she wishes to donate some of his/her accrued sick leave days to a specific employee in need, he/she shall fill out the appropriate form.
2. Prior to receiving a donation the employee will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential. The District will then make a determination as to whether the receiving employee is qualified for the donation and if the employee wishes to receive donations.
3. If the transfer of sick leave days is approved by the District, the employee may donate a minimum of one (1) day to a maximum of twenty (20) days, provided the employee does not reduce his/her sick leave days accrual to below thirty (30) days.
4. Participation is voluntary; donation is irrevocable and confidential.
5. Worker compensation claims are excluded from this program.
6. The unit members shall first use the balance of his/her current annual entitlement, and then his/her accumulated days and finally donated days. Accumulated days and donated days run concurrently with extended leave.  
  
"The unit member shall first use the balance of his/her current annual entitlement, then his/her accumulated days and finally donated days. Donated days run concurrently with extended leave. Once the employee exhausts all sick leave and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Ed. Code §44977, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list pursuant to Ed. Code § 44979.1.
7. The combination of all paid leave, inclusive of the unpaid summer recess, shall not exceed 12 calendar months. It is expected that if the illness/disability is to exceed this period of time, the employee should apply for STRS disability allowance.
8. The District has responsibility and authority for the final decision regarding participation in this program.



## LEAD PSYCHOLOGIST

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 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. Training on District programs and policies.
      - b. Consultation on cases.
  
- C. Presenting, Organizing and Scheduling In-Service Trainings
  - a. Work with the 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 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 Chief, Pupil Services and Special Education.
  
  - f. Assist Behavioral Health Specialist staff in coordination of trainings as needed.
  
- D. Ordering, Researching and Managing Test Kits, Protocols, and Online Scoring Systems
  - a. Organize and manage psych groupings in test kit library clusters. Organize assigned materials in clusters as needed.
  - b. Evaluate test kit library needs annually and keep apprised of latest revisions of materials used.
  - c. Provide materials (protocols, online access, etc.) on an ongoing basis for member testing needs.

- d. Order test kits and related materials as needed to maintain legal compliance and mandated timelines.
- E. Administer-online scoring systems for psychoeducational testing as needed and in conjunction with the Special Education Department to facilitate access to authorized assessors (e.g., Special Education Teachers, SLPs, OTs).
- F. Act as 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 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 with University Supervisors regarding interns, as needed.

#### RELEASE TIME

The Lead Psychologist shall be released from his/her regular duties and responsibilities for 40% of a full-time assignment.

#### 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 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. 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.
5. 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.
6. 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 Chief, Pupil Services and Special Education or at the discretion of the 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 not 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 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 evaluation.

**MT. DIABLO UNIFIED SCHOOL DISTRICT  
REGISTRATION OF PERSONAL PROPERTY  
FOR USE IN THE PSYCHOLOGIST'S SCOPE OF EMPLOYMENT  
Section 88c  
(MDSPA Unit Members Only)**

**Coverage for Personal Property**

- a. MDSPA unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:
  - 1. The loss or damage occurs through no fault of the unit member.
  - 2. Payment is subject to a \$10.00 deductible per occurrence.
  - 3. The maximum reimbursement for any one loss shall not exceed \$200.00 except for articles of personal clothing when the maximum for any one loss shall be \$400.00.
  - 4. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
  - 5. Destruction of tires which occurs while the unit member's car is parked in a district parking lot shall be reimbursed up to the unit member's deductible up to \$150 per tire, to a total maximum of \$500. In order to receive this reimbursement, the unit member must immediately report the damage to a site administrator and file a police report.
- b. If a unit member files a claim for loss or damage to personally-owned equipment or materials (for example, testing materials) which have been brought to work, reimbursement for these articles shall be allowed under the terms of this contract provided that:
  - 1. Such articles are for use in the normal course and scope of the psychologist's job duties.
  - 2. Prior written approval for use of such articles at school is obtained from the Assistant Superintendent, Pupil Services and Special Education.
  - 3. The value of such articles is agreed upon by the unit member and the Assistant Superintendent, Pupil Services and Special Education prior to its use at work and is recorded in writing.
- c. In case of loss, please send a copy of this approved form with an explanation letter to the Office of General Counsel, Dent Center. The letter must include a signed acknowledgment by the Director of Special Education.

**Certification of MDSPA Unit Member**

I certify that the following personally-owned equipment and/or materials are for use in the psychologist's scope of employment:

Type or Kind	Model and/or Make	Serial No. and/or Model	Age of Property	Original Purchase Price	Value Agreed Upon

\_\_\_\_\_  
MDSPA Unit Member Name (please print)

\_\_\_\_\_  
MDSPA Unit Member Signature

\_\_\_\_\_  
Date

**Certification of Assistant Superintendent, Pupil Services and Special Education**

The foregoing personal property has been examined by me and the value has been agreed upon with the named employee.

\_\_\_\_\_  
Assistant Superintendent, Pupil Services and Special Education

\_\_\_\_\_  
Date

White	- Assistant Superintendent
Canary	- MDSPA Unit Member
Pink	- General Counsel

**MT. DIABLO UNIFIED SCHOOL DISTRICT  
MT. DIABLO SCHOOL PSYCHOLOGIST ASSOCIATION**


**COLLECTIVE BARGAINING CONTRACT  
JULY 1, 2022 THROUGH JUNE 30, 2025**


**SIGNATURES**

MT. DIABLO UNIFIED  
SCHOOL DISTRICT

MT. DIABLO SCHOOL  
PSYCHOLOGIST ASSOCIATION

  
\_\_\_\_\_  
**Debra Mason**  
President, MDUSD Board of Education

  
\_\_\_\_\_  
**Sylvia Venturino**  
Co-President, MDSPA

  
\_\_\_\_\_  
**Sara Cabezas**  
Co-President, MDSPA

**NEGOTIATORS**

For Mt. Diablo Unified School District

For Mt. Diablo School Psychologist  
Association

**Dr. Daniel Scudero**

**Sylvia Venturino**

**Roy Combs**

**Sara Cabezas**

**Dr. Wendi Aghily**

**Carrie Buchek**

**Cesar Alvarado**

**Joanna Costello**

**Jessica Pozos**

**Nicole Anderson**

**Sue Pak, California Federation of  
Teachers**