

**SIDE LETTER OF AGREEMENT BETWEEN THE MT. DIABLO SCHOOL
PSYCHOLOGIST ASSOCIATION AND THE MT. DIABLO UNIFIED SCHOOL
DISTRICT FOR THE DISTANCE LEARNING PHASE (DLP) RELATED TO THE
COVID-19 PANDEMIC**

The Mt Diablo School Psychologist Association (MDSPA) and the Mt Diablo Unified School District (MDUSD or the "District"), hereafter, the Parties, agree to the following provisions regarding the closure of all District schools due to the coronavirus, for the 2020-2021 school year.

MDUSD and MDSPA recognize that our State, Nation and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. MDUSD and MDSPA also recognize that efforts to contain the spread of the COVID-19 virus by Federal, State and local authorities are ongoing, and evolving. This Agreement reflects the parties understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by these authorities, the parties will endeavor to renegotiate the terms of this side letter in good faith, with the aim of assisting in containing the ongoing pandemic while continuing to provide the educational services to our students and communities required. In order to promote public health and safety and to reduce the negative financial impacts on employees the parties have agreed on the following:

1. All bargaining unit members who perform full-time services under the DLP shall receive full pay and benefits for so long as the 100% distance learning phase continues.
2. The District shall provide all necessary equipment for bargaining unit members to deliver services from District school sites to perform essential functions. If staff are provided accommodations to work from home they may be permitted to borrow their District issued equipment to work from home pursuant to the check-out and inventory control procedures issued by the District. Employees shall not be liable for damage to district equipment when it is used for District work purposes, but are otherwise responsible for the equipment. For those working at sites, cleaning/sanitization supplies (e.g. hand sanitizer) will be available onsite. Members will be allowed flexibility in their schedules and work locations when completing tasks (utilization review paperwork, opening paperwork, test scoring, report-writing, notes, billing, consultation with families and staff, meetings etc.).

3. Members being asked to provide services through a distance format will be adequately trained prior to implementation to the extent it has not already been provided to them by the District.
4. The following shall be the expectations, related to the work delivery for school psychologists for the duration of the DLP.
 - a. Members will check their district email at least two times per scheduled work day, and respond in a timely manner.
 - b. Members will provide counseling to students who have counseling listed as a related service per IEP documents. Counseling must be provided through a HIPAA compliant platform, including telephone.
 - c. Members will assess students, write assessment reports and attend IEPs using the following format:
 - i. Remote assessment protocols. Members will be provided training prior to engaging in remote assessment protocols, and will be provided ongoing support and further training as needed. Members utilizing District Approved remote assessment protocols will complete remote assessment to the best of their abilities. If proctors are required, this will not be a MDSPA member.
 - ii. In person assessments will only take place once the District is allowed by Contra Costa County Department of Health, to enter into phase two of the re-opening process, and it is deemed less of a risk to both the students and assessors. Once phase two is approved, the District and MDSPA will negotiate how to complete In person individual assessments following a protocol of physical distancing, the use of personal protective equipment (masks, gloves, sneeze guards), and sanitation on campus as required to complete essential tasks.
 - d. Members will be available for one hour per day via published office hours to consult with staff on customary areas of expertise including impacts of disability on learning, behavior supports, counseling needs. Unit members are asked to structure the best process that will allow them maximum connection with staff at their sites with whom they normally would provide consultation to the extent possible. Members who need to adjust their scheduled office hours will communicate with their sites and will make up the time within one work week.
 - e. Members will document student/parent contact via the contact log. Should a student/parent be unreachable, members will make several attempts to contact them. If the student is unreachable after five attempts, the unit

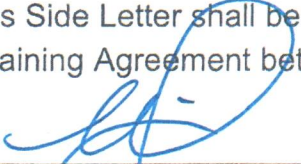
member will notify their administrator who will assist in reaching the student.

5. The following shall be the expectations, related to the work delivery for site based Behavior Health Specialists (BHS) for the duration of the DLP.
 - a. During the distance learning phase, members will check their district email at least two times per scheduled work day, and respond in a timely manner.
 - b. Members will provide the services to their clients consistent with the County Behavioral Health guidelines for Medi-Cal billing and for the period of the distance learning platform, via telehealth. Members who choose to will be allowed to increase their caseload up to 3 more students above their current max to meet the current billing expectations (if necessary and only for the duration of this agreement). Medi-Cal Billing will be completed following established, approved protocols.
 - c. Services will be delivered through an approved HIPAA compliant platform, including telephone.
 - d. Members will be available for one hour per day via published office hours to consult with staff on customary areas of expertise including impacts of disability on learning, behavior supports, counseling needs. Unit members are asked to structure the best process that will allow them maximum connection with staff at their sites with whom they normally would provide consultation to the extent possible. Members who need to adjust their scheduled office hours will communicate with their sites and will make up the time within one work week.
 - e. Members will document student/parent contact via the contact log. Should a student/parent be unreachable, members will make several attempts to contact them. If the student is unreachable after five attempts, the unit member will notify their administrator who will assist in reaching the student.
 - f. Members will submit their billing paperwork weekly to the assigned Senior Account Clerk in a timely manner. If paperwork cannot be submitted on time, members must immediately notify the Senior Account Clerk and Assistant Director of Special Education - Mental Health. Contactless paperwork pick-up and drop-off will be available to the member.
 - g. Members will participate in a virtual live Crisis Prevention Institute (CPI) training. When in person training can be held, members will complete the physical management portion of the program.
6. The following shall be the expectations, related to the work delivery for clinic school psychologists and itinerant BHS for the duration of the DLP.

- a. Members will check their district email at least two times a day, and respond in a timely manner.
 - b. Members will provide the services to their clients consistent with the County Behavioral Health guidelines for Medi-Cal billing and for the period of the distance learning platform, via telehealth. Members who choose to will be allowed to increase their caseload up to 3 more students above their current max to meet the current billing expectations (if necessary and only for the duration of this agreement). Medi-Cal Billing will be completed following established, approved protocols.
 - c. Services will be provided through a HIPAA compliant platform, including telephone.
 - d. Members will be available for one hour per day via published office hours to consult with staff on customary areas of expertise including impacts of disability on learning, behavior supports, counseling needs. Unit members are asked to structure the best process that will allow them maximum connection with staff at their sites with whom they normally would provide consultation to the extent possible. Members who need to adjust their scheduled office hours will communicate with their sites and will make up the time within one work week.
 - e. Members will document student/parent contact via the contact log. Should a student/parent be unreachable, members will make several attempts to contact them. If the student is unreachable after five attempts, the unit member will notify their administrator who will assist in reaching the student.
 - f. Members will submit their billing paperwork weekly to the assigned Senior Account Specialist in a timely manner. If paperwork cannot be submitted on time, members must immediately notify the Senior Account Specialist and Assistant Director of Special Education - Mental Health. Contactless paperwork pick-up and drop-off will be available to the member.
7. Licensed and unlicensed providers will receive weekly supervision during DLP, per Board of Behavioral Science requirements, to the greatest extent practical.
 8. IEPs and all other meetings required during closure will take place by means of telecommunication, unless different requirements or directives are issued by the State of California or the United States Department of Education. The District will notify parents regarding this process.
 9. Committee meetings, staff meetings and professional development will be completed via electronic meeting platforms with 48 hours' notice to all unit members to participate.
 10. Employee Evaluations 2020-2021 will be on hold during the DLP until October

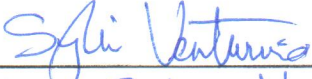
31, 2020. If the District is still in DLP at that time, employee evaluations timeline will be renegotiated with MDSPA and the timelines will be adjusted to reflect the current instructional model.

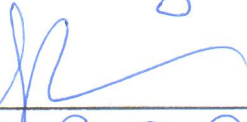
11. The District will keep MDSPA members informed by providing, in a timely manner, any new information and changes regarding District and Special Education procedures and processes.
12. The work year calendar shall be changed in the following way: Monday, August 10, 2020, Tuesday, August 11, 2020 and Wednesday, August 12, 2020, Thursday, August 13, 2020, and Friday, August 14, 2020, will become professional development days. These days will be required and professional development must be made up in the case of absence. October 12, 2020 and March 1, 2021 will become student instruction days. The first day of student instruction will be moved to Monday, August 17, 2020. There shall be no other changes to the MDUSD 2020-21 calendar. This Memorandum of Understanding as it is related to COVID-19 is effective during the Distance Learning Phase in 2020/2021 school years but may be renegotiated by either party if circumstances, guidance or legislation requires us to do so.
13. Violations of this Side Letter shall be subject to the grievance article of the Collective Bargaining Agreement between the parties.

Signed for MDUSD  Date 7.31.2020
Printed Name for MDUSD Wendi S. Aghily

Signed for MDUSD  Date 7-31-20
Printed Name for MDUSD DAN SCURO

Signed for MDUSD _____ Date _____
Printed Name for MDUSD _____

Signed for MDSPA  Date 08-03-20
Printed Name for MDSPA Sylvia Venturino

Signed for MDSPA  Date 8/3/20
Printed Name for MDSPA Sara Castells

Signed for MDSPA _____ Date _____
Printed Name for MDSPA _____