

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

March 18, 2021

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

MDUSD and MDSPA agree that assessment of students to determine eligibility for special education and to determine the educational needs of students is mandated during the COVID-19 pandemic as directed by the California Department of Education, United States Department of Education and guidance from the Office of Civil Rights.

Mt. Diablo Unified School District will enter the Hybrid Learning Phase on March 25, 2021 unless the date is postponed by the Board of Trustees or the Superintendent. Members are expected to return to campus two days prior to the first student day at their assigned site in the Hybrid Learning Phase.

All bargaining unit members who perform full-time services under the HLP shall receive full pay and benefits for so long as the hybrid learning phase continues.

1. 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 through an interactive process, or in consultation with the Chief, Pupil Services and Special

Education 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. Extra masks shall be made available to staff and students on campuses should students or staff require one.

2. Members will be allowed flexibility in their schedules and/or work locations across sites when completing tasks with the permission of the Chief, Pupil Services and Special Education.
 - a. All BHS staff attached to a SEEC program will be on campus during periods of on-campus instruction for students unless an alternate schedule is developed with the BHS Leads, Site Administrator and with approval from the Chief Pupil Services and Special Education.
 - b. All staff will be on site to perform duties required to be performed on site unless afforded reasonable accommodations through the interactive process, or in consultation with the Chief Pupil Services and Special Education and with approval of the site administrator.
 - c. Members who demonstrate an inability to meet billing requirements, complete billing or perform essential job functions in a timely manner may be asked to work from a district site.
 - d. Exceptions include if members do not have access to a private/safe office space (in a HIPAA compliant space) in order to perform their duties, social distancing is not possible, proper ventilation is not adequate/up to code at the member's office/site, or if there prove to be significant internet connection problems impacting the member's ability to conduct work. Any such exception shall be brought to the attention of the Chief of Pupil Services and Special Education for verification and resolution.
3. Members will be able to bring their children to work if there is no impact on the member's ability to perform essential job duties and no impact on other employee's ability to perform essential job duties.
4. 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.
5. Members will be available to provide assessment, counseling and therapeutic services in person to students as required by professional discretion, including parent/student feedback.
6. The following shall be the expectations, related to the work delivery for

school psychologists for the duration of the DLP HLP.

- a. Members will have autonomy to schedule their day in order to meet the duties of their position. Schedules will be approved by their District supervisor.
- b. Members will check their district email at least two times per scheduled work day, and respond in a timely manner.
- c. Members will provide counseling to students who have counseling listed as a related service per IEP documents. Counseling may be provided through a HIPAA compliant platform, including telephone, unless required by professional discretion, including parent/student feedback, to be in person or by IEP requirements.
- d. Members will assess students, write assessment reports and attend IEPs using the following format:
 - i. Triennial Review Worksheet completion will continue to be available for cases in which the student may be appropriately assessed using a combination of record reviews, curriculum based assessment, informal assessments, interviews, questionnaires, observation and testing via virtual platforms, with parental consent.
 - ii. Remote assessment will continue to be available for cases in which valid and reliable assessment data can be collected and the parent is in agreement with the remote testing platform being used.
 - iii. In person assessments will only take place according to the following protocols.
 1. At least one clean-room with necessary technology will be available on sites for the school psychologist to use for testing. The clean-room can be used by the school psychologist for in-person (face-to-face) testing with the student, or for student use during remote testing when a student is capable of using remote assessment platforms but does not have access to reliable technology and/or a quiet controlled space at home in order to do so. The clean-room will be cleaned and high touch surfaces sanitized before and after use.
 2. The student will be accompanied by only one parent/ guardian. Both the student and the one parent/ guardian will be asked to complete a health screening survey prior to coming onto campus, sign in, wear a mask, and follow safety protocols while on campus.

3. The room should allow for at least six feet of distancing between assessor and student.
 4. Student shall have completed the health attestation on the day of assessment indicating they do not exhibit known signs of COVID-19
 5. Parent/guardian accompanying the student to campus will complete the visitor health screener and will be notified they must follow Public Health Guidelines for physical distancing, facemasks and hygiene, and will sign in upon arrival at campus.
 6. Current county guidelines require face coverings and the parent/guardian will be advised of this by the assessors, but PPE will also be available at the District's expense for students/ parents that show up to appointments without a mask. Restrooms will be open, clean, and available for adults and children.
 7. Each test room will have a sneeze guard/testing barrier, a bottle of District approved disinfectant to be used for office space and for testing materials, and gloves.
 8. Itinerant members will be provided with portable sneeze guards/testing barriers.
 9. Each assessor will be provided a reusable face shield or goggles upon request.
 10. Windows should be kept open to the extent practicable (weather/smoke dependent).
 11. If an appropriate setting is available outdoors, the assessor can make the determination to use the outdoor setting for conducting testing. The setting must be free from distractions and provide a confidential environment able to accommodate six foot physical distancing while also minimizing the impact on the validity of test results.
 12. The testing room should be kept free of clutter to facilitate efficient and regular cleaning.
 13. The testing room will be cleaned and sanitized by custodial staff between students.
 14. Staff are to wash and/or sanitize hands between students.
- e. Members will document student/parent contact. Should a student/parent be unreachable, members will make several attempts to contact them. If

the student is unreachable after three attempts and/or three weeks, the unit member will notify their site administrator who will assist in reaching the student/parent.

7. The following shall be the expectations, related to the work delivery for site based Behavior Health Specialists (BHS) for the duration of the HLP.
 - 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 counseling to students who have counseling listed as a related service per IEP documents. Counseling may be provided through a HIPAA compliant platform, including telephone, unless required by professional discretion, including parent/student feedback, to be in person or by IEP requirements. Members who choose to will be allowed to increase their caseload up to 3 more students, 1 case per three weeks, 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 and staff are expected to maintain billing productivity.
 - c. With the exception of current arrangements, BHS shall not be spread across SEEC sites.
 - i. BHS assigned to two sites will provide milieu support at only one site but may provide individual therapy at two sites.
 - d. In person sessions will only take place according to the following protocols:
 - i. At least one clean-room per 2 BHS. The room will allow for HIPAA- compliant confidentiality. The clean-room is to be used by BHS for (face-to-face) sessions with the student, or for student use to access therapy on campus in a remote model when the student does not have access to a quiet confidential space at home in order to do so. The clean-room will be cleaned and high touch surfaces sanitized before and after use.
 - ii. Parent/guardian accompanying the student to campus for remote sessions, will complete the visitor health screener and will be notified they must follow Public Health Guidelines for physical distancing, facemasks and hygiene, and will sign in upon arrival at campus.
 - iii. The room should allow for at least six feet of distance between the BHS and student.
 - iv. Student shall have completed the health attestation on the day

of in person session or while utilizing the space for remote session, indicating they do not exhibit known signs of COVID-19

- v. The therapy room/s will be cleaned and sanitized by custodial staff in between students
 - vi. Staff are to wash and/or sanitize hands between students.
 - vii. Therapy spaces will be provided with portable sneeze guards/testing barriers along with a bottle of district approved cleaning solution, paper towels and gloves, along with a checklist to check off that areas have been sanitized.
 - viii. Each BHS will be provided a reusable face shield or goggles upon request.
 - ix. Windows should be kept open to the extent practicable (weather/smoke dependent)
 - x. If an appropriate setting is available outdoors, the BHS can make the determination to use the outdoor setting for conducting therapy. The setting must be free from distractions and provide a confidential environment able to accommodate six foot physical distancing.
- e. Members will be available 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.
 - f. Members will document student/parent contact. Should a student/parent be unreachable, members will make several attempts to contact them. If the student is unreachable after three attempts and/or three weeks, the unit member will notify their site administrator who will assist in reaching the student/ parent.
 - g. Members will submit their billing paperwork weekly in a timely manner, consistent with current billing practices, including the electronic health records system. 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.
 - h. Members who are untrained will participate in a live Crisis Prevention Institute (CPI) training with a limit of 12 participants in an outside space that will enable physical distancing between triads with 48 hours' notice to all required members to participate. Exceptions can be made with

approval of the Assistant Director of Special Education.

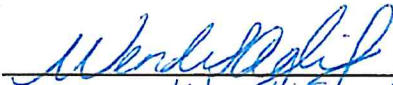
8. The following shall be the expectations, related to the work delivery for clinic school psychologists and itinerant BHS for the duration of the HLP.
 - a. Members will check their district email at least two times a day, and respond in a timely manner.
 - b. Members will provide the services to their clients consistent with the County Behavioral Health guidelines for Medi-Cal billing and for the period of the distance learning platform, via telehealth through a HIPAA compliant platform, or in-person, dependent on student need and at members discretion. Members who choose to will be allowed to increase their caseload up to 3 more students, 1 case at a time, 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 and staff are expected to maintain billing productivity.
 - c. In person sessions will only take place according to the following protocols:
 - i. At least one clean-room per site for itinerants and clinic psychologists. The room will allow for HIPAA- compliant confidentiality. The clean-room is to be used for (face-to-face) sessions with the student, or for student use to access therapy on campus in a remote model when the student does not have access to a quiet confidential space at home in order to do so. The clean-room will be cleaned and high touch surfaces sanitized before and after use.
 - ii. The room should allow for at least six feet of distancing between the BHS/school psych and student.
 - iii. Student shall have completed the health attestation on the day of in person session or while utilizing the space for remote session, indicating they do not exhibit known signs of COVID-19
 - iv. The therapy room/s will be cleaned and sanitized by custodial staff in between students
 - v. Staff are to wash and/or sanitize hands between students.
 - vi. Therapy spaces will be provided with portable sneeze guards/testing barriers along with a bottle of district approved cleaning solution, paper towels and gloves, along with a checklist to check off that areas have been sanitized.
 - vii. Each BHS/school psych will be provided a reusable face shield or goggles upon request.


- viii. Windows should be kept open to the extent practicable (weather/smoke dependent)
 - ix. If an appropriate setting is available outdoors, the BHS/school psych can make the determination to use the outdoor setting for conducting therapy. The setting must be free from distractions and provide a confidential environment able to accommodate six foot physical distancing.
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- d. Members will be available 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.
 - e. Members will document student/parent contact. Should a student/parent be unreachable, members will make several attempts to contact them. If the student is unreachable after three attempts and/or three weeks, the unit member will notify their site administrator who will assist in reaching the student/ parent.
 - f. Members will submit their billing paperwork weekly in a timely manner consistent with current billing practices, including the electronic health records system. 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.
9. Licensed and unlicensed providers will receive weekly supervision during HLP, per Board of Behavioral Science requirements, to the greatest extent practical.
 10. IEPs and all other meetings required during closure may 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.
 11. Committee meetings, staff meetings and professional development will be completed via electronic meeting platforms or in person with a limit of 12 participants in an outdoor space that will enable social distancing with 48 hours' notice to all unit members to participate.
 12. 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.
 13. Should MDEA or any other union be provided with parameters allowing for flexibility in their working locations, MDPSA would also be allowed this courtesy.
 14. If the District and other employee groups subsequently negotiate flexibility in


working locations, and/or hazard pay with the exception of supervision of health/isolation rooms, then MDSPA shall receive the same flexibility and compensation as the other employee groups.

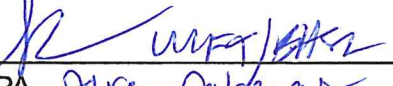
a. MDSPA members will not be assigned to monitor individuals in health/isolation rooms.


15. In addition to what has been outlined in this MOU, MDSPA reserves the right and entitlement to the same health and safety accommodations, COVID-19 mitigation measures, and notification of exposure protocol, as other bargaining units in the district
16. Violations of this Side Letter shall be subject to the grievance article of the Collective Bargaining Agreement between the parties.

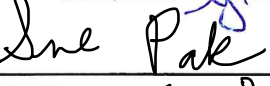
Signed for MDUSD  Date 3-18-21
Printed Name for MDUSD Wendy S. Ughita

Signed for MDUSD  Date 3-18-21
Printed Name for MDUSD DAN SCUDERO

Signed for MDUSD  Date 3/18/21
Printed Name for MDUSD Jessica Pozos

Signed for MDSPA  Date 3/19/21
Printed Name for MDSPA Sara Cabezas

Signed for MDSPA  Date 03-19-21
Printed Name for MDSPA Sylvia Venturino

Signed for MDSPA  Date 3/19/21
Printed Name for MDSPA Sue Pak