

Tentative Agreement
Between
Compton Unified School District
And
CEA

June 6, 2022

Article 30: Clinical Social Worker, Psychologist, and Clinical Psychologist

The provisions of this Agreement, except Articles 7 (other than 7.9, 7.11, 7.14 [with the exception of unit members being required to work an 8 hour day], and 7.16 which do apply) and 13, shall apply to the classifications of Clinical Social Workers, Clinical Psychologist, and Psychologist. To the extent the provisions of this Article conflict with language in any other Article, these provisions shall apply to unit members covered by this Article.

30.1 Clinical Psychologists and Psychologists

30.1.1 Work Year

30.1.1.1 The work year for psychologists is 195 days. The standard work year for psychologist shall consist of the same workdays established for other unit A members plus 11 additional workdays for a total of 195 days.

30.1.1.2 The work year for clinical psychologists is 223 days. The standard work year for clinical psychologist shall consists of the same workdays established for other unit A members plus 39 additional workdays for a total of 223 days.

30.1.1.3 By May 1st of each school year, clinical psychologists and psychologists will be required to notify in writing their immediate supervisor of their proposed work schedule on the District provided form for the following school year, which may include days at the beginning or end of each semester as well as during the summer recess. By June 1st, the supervisor will provide notice to each unit member of whether their proposed schedule is approved as submitted or will be given the opportunity to meet with the supervisor to discuss the unit member's proposed schedule and possible modifications to their schedule. A final schedule will be provided to the unit member by the District with any modifications necessary (including days at the beginning or end of each semester). The schedule for these positions will include workdays that take place during the summer recess period.

- 30.1.2 Work Day: The length of a full time clinical psychologist and psychologist's workday shall be no more than eight (8) hours, exclusive of lunch, except when assigned to perform adjunct duties as defined in Article 30.1.3.
 - 30.1.2.1 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes or, at the request of the unit member, up to sixty (60) minutes with the written approval of the District.
- 30.1.3 Adjunct Duties
 - 30.1.3.1 The adjunct duties of unit members shall be limited to twenty-five (25) hours per year unless the unit member is reimbursed for hours in excess of twenty-five (25) at the "Other Extra Duty Assignment" rate found in Appendix A2. The hours shall be used in fifteen (15) minute increments.
 - 30.1.3.2 Adjunct duties – which are duties that the District assigns and are completed outside of the bargaining unit employee's 8-hour workday – for Clinical Psychologists and Psychologists shall be defined to include:
 - 30.1.3.2.1 Program Development
 - 30.1.3.2.2 Committee assignments including school site councils, faculty, departmental, grade level and District meetings
 - 30.1.3.2.3 Parent/Family Workshops/Conferences
 - 30.1.3.2.4 Participate in professional growth activities including staff development or inservice other than compensatory educational staff development or inservice
 - 30.1.3.2.5 Conduct professional growth activities for District staff
 - 30.1.3.2.6 Student supervision, or supervision of student activities such as dances, athletic events, and carnivals
 - 30.1.3.2.7 Conducting evaluations and/or assisting in connection with the Psychiatric Emergency Teams (PET) and/or responding to student crisis situations.

When completing adjunct duties, bargaining unit employees will be required to complete and submit a District provided form reflecting the assignment and number of hours completed within five (5) days of the assignment.

30.1.3.3 Unit members may voluntarily perform duties beyond the eight (8) hour day, but this time shall not count as assigned adjunct duty time.

30.1.3.4 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory educational staff development or inservice) program development, and parent conferences shall be limited to nine (9) hours. The site administrator shall provide at least forty-eight (48) hours' notice of a faculty meeting.

30.1.3.5 The length of a unit member's day when assigned to adjunct duties other than specified in Article 30.1.3.4 shall not be limited to nine (9) hours and instead the unit member's work day shall be that necessary to complete his/her professional duties, including assigned adjunct duties (which may include committee assignments, site councils, and ELAC).

30.1.3.6 Assignment of Additional Adjunct Duties

30.1.3.6.1 With respect to adjunct duties set out in Article 30.1.3.2.4, 30.1.3.2.5, and 30.1.3.2.7, to the extent that a bargaining unit employee has completed their, as applicable, 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) to perform the adjunct duty assignment. The assignment of the least senior qualified employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior qualified employee will be given the assignment and the second time, the second least senior qualified employee will be given the assignment, etc.

- 30.1.3.6.2 With respect to adjunct duties set out in Article 30.1.3.2.1, 30.2.2.2.2, 30.3.2.2.3, and 30.3.2.2.6, to the extent that a bargaining unit employee has completed their 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will assign the bargaining unit employee at that site to complete the adjunct duty assignment.
- 30.1.4 Unit members shall be required to provide their eight hours of work per day at a District assigned site or office. On days where the unit member is only assigned to work at one site or office, with the written approval of their supervisor, a unit member may have the flexibility to move to a second work site during a workday.
- 30.1.5 The District will provide a workspace to unit members at each site/location to which they are assigned. For meetings/interactions with students that require confidentiality, the District will provide a workspace that allows for confidentiality to be maintained. The District will make all reasonable efforts – taking into account each sites/facilities set up – to make available a dedicated workspace that the unit member may use (such workspace may in some cases be shared with other unit members).
- 30.1.6 Assessments: Clinical Psychologists and Psychologists will be responsible for completing all required assessments as well as uploading/submitting all required documentation in a timely manner based upon directives from the District and the students’ IEPs.
- 30.1.7 Worksite(s) Assignment:
- 30.1.7.1 The assignment and reassignment of Clinical Psychologists and Psychologists shall be at the sole discretion of the District.
- 30.1.7.2 In the event that an assignment for such a unit member needs to be modified, the District will provide notice to the impacted unit member of their new assigned worksite(s).
- 30.1.7.3 The provisions of Article 8 as it relates to reassignments do not apply to Clinical Psychologists and Psychologists. The provisions of Article 8 as it relates to transfers, does apply to Clinical Psychologists and Psychologists.
- 30.1.8 The District may request a unit member in the classifications of Clinical Psychologist and Psychologist to work days beyond their scheduled work year. The District may require a unit member in the classifications of Clinical

Psychologist and Psychologist to work hours beyond their scheduled workday except when performing adjunct duties in which case the provisions of Article 30.1.3 will apply. The District will provide notice and the unit member will be compensated at the other extra duty assignment rate. A unit member may also submit a written request to work days beyond their regular contract work year. Such request may be approved and/or denied at the District's sole discretion and that decision will not be grievable. The District will make its best effort to make a payment for such services within two full pay periods, e.g. the second end of the month pay period following the submission of a timesheet for such services.

30.2 Clinical Social Workers

30.2.1 Work Year

30.2.1.1 The work year for clinical social workers is 195 days. The standard work year for clinical social workers shall consist of the same workdays established for other unit A members plus 11 additional work days for a total of 195 days.

30.2.1.2 By May 1st of each school year clinical social workers will be required to notify in writing their immediate supervisor of their proposed work schedule on the District provided form for the following school year, which may include days at the beginning or end of each semester as well as during the summer recess. By June 1st, the supervisor will provide notice to each unit member of whether their proposed schedule is approved as submitted or will be given the opportunity to meet with the supervisor to discuss the unit member's proposed schedule and possible modifications to their schedule. A final schedule will be provided to the unit member by the District with any modifications necessary (including days at the beginning or end of each semester). The schedule for these positions will include workdays that take place during the summer recess period.

30.2.2 Work Day: The length of a full time clinical social worker's workday shall be no more than eight (8) hours, exclusive of lunch, except when assigned to perform adjunct duties as defined in Article 30.2.3.

30.2.2 Each unit member shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes or, at the request of the unit member, up to sixty (60) minutes with the approval of the District.

30.2.3 Adjunct Duties

30.2.3.1 The adjunct duties of unit members shall be limited to twenty-five (25) per year unless the unit member is reimbursed for hours in

excess of twenty-five (25) at the "Other Extra Duty Assignment" rate found in Appendix A2. The hours shall be used in fifteen (15) minute increments.

30.2.3.2 Adjunct duties – which are duties that the District assigns and are completed outside of the bargaining unit employee’s 8-hour workday – for Clinical Social Workers shall be defined to include:

30.2.3.2.1 Program Development

30.2.3.2.2 Committee assignments including school site councils, faculty, departmental, grade level and District meetings

30.2.3.2.3 Parent/Family Workshops/Conferences

30.2.3.2.4 Participate in professional growth activities including staff development or inservice other than compensatory educational staff development or inservice

30.2.2.2.5 Conduct professional growth activities for District staff

30.2.2.2.6 Student supervision or supervision of student activities such as dances, athletic events, and carnivals

30.2.2.2.7 Conducting evaluations and/or assisting in connection with the Psychiatric Emergency Teams (PET) and/or responding to student crisis situations.

30.2.3.3 Unit members may voluntarily perform duties beyond the eight (8) hour day, but this time shall not count as assigned adjunct duty time.

30.2.3.4 The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory educational staff development or inservice) program development, and parent conferences shall be limited to nine (9) hours. The site administrator shall provide at least forty-eight (48) hours’ notice of a faculty meeting.

30.2.3.5 The length of a unit member’s day when assigned to adjunct duties other than specified in Article 30.2.3.4 shall not be limited

to nine (9) hours and instead the unit member's work day shall be that necessary to complete his/her professional duties, including assigned adjunct duties (which may include committee assignments, site councils, and ELAC).

30.2.3.6 Assignment of Additional Adjunct Duties

30.2.3.6.1 With respect to adjunct duties set out in Article 30.2.3.2.4, 30.2.3.2.5, and 30.2.3.2.7, to the extent that a bargaining unit employee has completed their, as applicable, 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will first request that qualified bargaining unit employees accept an adjunct duty assignment. If no bargaining unit employee accepts the assignment, then the District may require the least senior qualified bargaining unit employee(s) to perform the adjunct duty assignment. The assignment of the least senior employee will be done on a rotating basis, e.g. the first time the language is utilized, the least senior employee will be given the assignment and the second time, the second least senior employee will be given the assignment, etc.

30.2.3.2 With respect to adjunct duties set out in Article 30.2.3.2.1, 30.2.3.2.2, 30.2.3.2.3, and 30.2.3.2.6, to the extent that a bargaining unit employee has completed their 25 hours of adjunct hours for a school year, and the District has a need for bargaining unit employees to complete adjunct duties, the District will assign the bargaining unit employee at that site to complete the adjunct duty assignment.

30.2.4 Worksite(s) Assignment

30.2.4.1 The assignment and reassignment of Clinical Social Workers shall be at the sole discretion of the District.

30.2.4.2 In the event that an assignment for such a unit member needs to be modified, the District will provide notice to the impacted unit member of their new assigned worksite(s).

- 30.2.4.3 The provisions of Article 8 as it relates to reassignments do not apply to Clinical Social Workers. The provisions of Article 8 as it relates to transfers, does apply to Clinical Social Workers.
- 30.2.5 The District may request a unit member in the classification of Clinical Social Worker to work days beyond their scheduled work year. The District may require a unit member in the classifications of Clinical Social Worker to work hours beyond their scheduled workday, except when performing adjunct duties in which case the provisions of Article 30.2.3 will apply. The District will provide notice and the unit member will be compensated at the other extra duty assignment rate. A unit member may also submit a written request to work days beyond their regular contract work year. Such request may be approved and/or denied at the District's sole discretion and that decision will not be grievable. The District will make its best effort to make a payment for such services within two full pay periods, e.g. the second end of the month pay period following the submission of a timesheet for such services.
- 30.3 The District will continue its practice of periodically reviewing caseloads for bargaining unit employees covered by this Article to ensure equitable distribution of those caseloads and, if in its sole discretion it determines that adjustments are necessary, then making adjustments to existing caseloads. As part of this process, the District shall give the bargaining unit employees an opportunity to be included so that they can provide input on workload related issues. This section shall not be subject to the grievance procedure set out in the parties' CBA.
- 30.4 Supervision
Unit members shall, at the direction of the site or department administrator, be responsible for before, during, or after school supervision of students.
- 30.4.1 If the District needs the services of a unit member to act as a substitute teacher, it may assign unit members to cover for an absent unit member. The assignment of a unit member may be done prior to and/or simultaneously with the use of the provisions of Article 7.15. Unit members assigned to substitute at secondary will receive 1/5 of the daily rate of the substitute rate for each period covered. Unit members assigned to substitute at elementary schools will receive the substitute rate which, if they do not cover the full day will be prorated. A Unit member has the right of refusal if they have a previously scheduled meeting (i.e. IEP, parent meeting, etc.) or scheduled direct service pertaining to a student or family during the time in which they would be acting as a substitute teacher.
- 30.5 Loss of student services

Unit member shall not be required to make up hours for lost student services resulting from a student absence, unless otherwise required by applicable law, the applicable IEP/504 plan/Behavior Plan, or a settlement agreement.

Salary Schedule X

The District agrees that effective July 1, 2022 (assuming the parties' negotiations have been fully ratified) to create a step 6 on salary schedule X with a 5.0% difference from step 5.

Date

Stephanie Tellez
For Compton Education Association

Date

Dr. Kimberly Tresvant
For Compton Unified School District