

**Memorandum of Understanding  
Between  
the Mt. Diablo Education Association  
And  
the Mt. Diablo Unified School District  
Regarding  
Speech Therapists at the Preschool Assessment Center 2022-2023 and 2023-2024  
School Years  
December 7, 2022**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Mt. Diablo Unified School District (“MDUSD” or “the District”) and the Mt. Diablo Education Association (“MDEA”), hereafter collectively referred to as “the Parties,” in order to address caseloads for Speech Therapists at the Preschool Assessment Center (“PAC”) for the 2022-2023 and 2023-2024 school years only. MDEA and the District agree to the following:

1. Section 6.3.9 of the Collective Bargaining Agreement between the District and MDEA provides:

*Speech Therapists shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.*

2. Fifty-five percent (55%) of a Speech Therapist’s caseload of fifty-five (55) is thirty (30). For the 2022-2023 and 2023-2024 school years only, the assessment limit for the Speech Therapist at the PAC shall be no more than forty-five (45) open assessments at any one time.
3. If the need for open assessments at the PAC for each of the 2022-2023 and 2023-2024 school years exceeds forty-five (45) per 1.0 FTE Speech Therapist, the District may request among Speech Therapists for a volunteer to conduct the extra assessments. If a Speech Therapist agrees to and completes an additional assessment, they shall be compensated at the rate for completing extra triennial assessments per 6.5.6.10 of the CBA.
4. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
5. Where there are conflicts between this language and the language in the Collective Bargaining Agreement, this language shall apply. Where this language

is silent on a topic the language in the Collective Bargaining Agreement shall apply.

6. This MOU is nonprecedential and does not establish a past practice.
7. This MOU shall expire on June 30, 2024.
8. This MOU takes effect on the date of final agreement with signatures, and is not retroactive.

For the District:

  
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12/7/2022

Date

For MDEA:

  
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12/7/2022

Date