

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1q

Meeting Date: August 7, 2025
Subject: Approve Labor Partner Agreements
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action □ Action □ Public Hearing
<u>Division</u> : Human Resources Services
Recommendation: The recommendation is to approve Labor Partner Agreements.
<u>Background/Rationale</u> : The District has an immediate need to ensure there is no disruption to services provided to students. The District is working with the SCTA to create and update job descriptions in order to meet the needs of students.
<u>Financial Considerations</u> : The District will continue to work to recruit and retain employees in the areas of need identified in the MOU agreements.
LCAP Goal(s) : Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.
<u>Documents Attached:</u> Labor Partner Agreement
Crisis Staffing for Language, Speech and Hearing Specialist [also known as Speech Language Pathologist, or "SLPs"] Positions in SCUSD
Estimated Time of Presentation: N/A
Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator
Approved by: Lisa Allen, Superintendent

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Memorandum of Understanding Between Sacramento City Unified School District (SCUSD) &

Sacramento City Teachers Association (SCTA)

Crisis Staffing for Language, Speech and Hearing Specialist [also known as Speech Language Pathologist, or "SLPs"] Positions in SCUSD

June 16, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Sacramento City Teachers Association ("SCTA"), collectively "the Parties", regarding compensation for Language Speech and Hearing Specialists (LSHS/SLP) for excessive caseload overages during the 2025-2026 school year due to excessive staffing shortages. Additionally in order to address those staffing shortages, this agreement includes the utilization of in-person and virtual contracted Speech and Language Pathologist (SLP) to fill vacancies and the utilization of District and contracted Speech and Language Pathologist Assistant (SLPA) services to support SLP positions. This agreement is for a limited term. The District and the SCTA hereby agrees as follows:

Contracting out to fill vacancies

- 1. The District currently has: 104.9 LSHS/SLP allocated FTE, consisting of:
 - a. 40.7 LSHS/SLP currently filled FTE, and
 - b. 64.2 LSHS/SLP vacant FTE.
- 2. The Parties acknowledge that the District may need to allocate additional FTE in the position of LSHS/SLP. The Parties agree to meet and discuss any need to increase the use of outside contractors as a result of additional vacant FTE. If there is an agreement to increase the use of outside contractors to meet this additional need, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
- For a period starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) in the positions of in-person SLP, virtual SLP, to fill the 64.2 full-time equivalents (FTEs) LSHS/SLP vacancies and SLPAs to support LSHS/SLP caseloads.
- 4. The District's expectation is that the contracted amount will not exceed \$10,283,299.20). (64.2 agency staff @ \$142/hour x 6 hours per day x 188 work days =\$10,283,299.20).

SLPA Support

5. Using a caseload of 50 as a baseline the District will assign either District-employed SLPAs or outside contracted SLPAs to any LSHS/SLP with one SLPA day per week assigned for every ten students or fraction thereof that exceed the caseload. The District will assign SLPA support services to District LSHS/SLPs prior to assigning SLPA support services to outside contracted NPAs.

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- 6. For purposes of this agreement, one SLPA day shall be understood to mean; the support services of a SLPA staff member for a total of 6 hours. The total hours of support can be distributed over more than one day in a week based on the availability of agency SLPA staff and student needs. For example: a SLPA working 3 hours per day can support a SLP 2 days a week to equal one SLPA day. Once scheduled the District will make every effort to work with the Agencies to ensure that SLPA schedules will not change without the agreement of the SLP(s).
- 7. In the event that the district is unable to provide the SLPA support as outlined, the district will provide an additional \$90 per day for the SLPA support days not provided in any week or fraction thereof during the duration of this agreement.
- 8. District LSHS/SLP staff will be provided with the opportunity to participate in paid SLPA Supervision training session.

Caseloads and Overage Payments

- To the extent possible the District will level caseloads among LSHS/SLP, including NPA
 providers (both in-person and virtual), with a priority to first lowering the caseloads for District
 staff.
- The District will provide to SCTA an updated caseload list by employee including NPAs on a monthly basis by the end of the month.
- 11. District LSHS/SLP will turn in their monthly caseload counts by Timesheet mid-month payroll due date, as defined by the payroll deadlines 2025-2026 memo
- 12. Adjustments to SLPA staffing will be based on caseloads reported on a monthly basis by the Timesheets mid-month payroll due date, as defined by the payroll deadlines 2025-2026 memo.
- 13. The District will provide the most recent agreements between the District and the outside service provider. The District will further identify the number of days per week and hours per day that each outside service provider is working for the District.
- 14. Retroactive to the first day after leveling in the 2025-2026 school year, September 9, 2025 for LSHS/SLPs who have a caseload that exceeds 55 but is less than 61, they will receive \$90 per day.
- 15. Retroactive to the first day after leveling in the 2025-2026 school year, September 9, 2025; for LSHS/SLPs who have a caseload that is 61 or more but is less than 71, they will receive \$180 per day.
- 16. Retroactive to the first day after leveling in the 2025-2026 school year, September 9, 2025, For LSHS/SLPs who have a caseload that is 71 or more but less than 81, they will receive \$270 per day.
- 17. Under no circumstances will any single LSHS/SLP's caseload exceed 80.
- 18. The caseloads outlined in number 14-17 above will be prorated for part time staff. The proration of caseload overages and SLPA support are attached as Appendix C.

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Other Terms

- 19. The District and SCTA will jointly develop a communication to parents of impacted students.
- 20. Parties will discuss staffing for the 2026-2027 school year no later than 30 days prior to the end of the 2025-2026 school year.
- 21. This MOU meets the terms of Paragraph 3 of the October 24, 2018 settlement agreement between the District and SCTA regarding the HIPPO MD grievance ("October 24, 2018 Settlement Agreement"), which provides, in part, that:

[T]he District agrees that it will not subcontract out SCTA bargaining unit work without prior notice to and the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied. "Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.

- 22. If a position is subcontracted, bargaining unit employees will not be required to cover the duties of the position that has been subcontracted in addition to their own regular duties, except in the case of emergency.
- 23. This MOU is limited only to the use of outside contractors to fill vacancies in Language, Speech and Hearing Specialist positions LSHS/SLP for the term specified herein or any term subsequently agreed to by the District and SCTA.
- 24. This MOU shall automatically terminate on the last day of school in the 2025-26 school year, unless extended by mutual written agreement of the Parties.
- 25. The District agrees that retroactive payments due to employees will be provided no later than ninety (90) days of signing of the agreement by both parties. Every attempt shall be made to ensure that ongoing overage payments and missed SLPA day payments that are submitted by the Timesheet for mid-month payroll deadline due date (as defined by the payroll deadlines 2025-2026 memo will be made on the 15th of the following month, but no later than the 15th of the following month.
- 26. This MOU is non-precedential and does not establish a past practice.

Appendix A:

(This list is not exhaustive, however the District agrees to share the names of new vendors if identified.)

Bee Therapy Group
BMR Health
Capital Kids
Capital Speech
Covelo Group
Creating Language
Growing Healthy Children (GHC)
Jabbergym/Point Quest

LA Speech
Linked Therapy
New Directions/Pro Care
Platinum
School Steps
Soliant
Speech Improvement Center
SPG Therapy
Stepping Stone
Total Spectrum Speech

For the District:

Superintendent

Lisa Allen

Date: 6/20/25

For SCTA:

President

Nikki Milevsky

Date: 6/20/25