

## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT **BOARD OF EDUCATION**

Agenda Item# 8.1v

Meeting Date: June 26, 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 has worked with the SCTA and SEIU to create 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.
<b>LCAP Goal(s)</b> : Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.
Documents Attached: Labor Partner Agreement

- 1. Temporary Use of Outside Contractors to fill vacancies in the position of Health Aide who provide direct care support to students with disabilities with identified health conditions for the 2025-2026 school year.
- 2. Expanded Learning Opportunities Summer School Programs 2025
- 3. Summer Custodial Work to SEIU represented classified employees
- 4. Temporary Use of Outside Contractors to backfill vacancies in the position of Interpreter for Deaf and Hard of Hearing services
- 5. Temporary Use of Outside Contractors related to IEP Designated Instructional Paraprofessional, Special Education Positions who provide 1:1 services to students

identified through the IPE process in an assigned Special Education Program for the 2025-2026 School Year

- 6. Temporary Use of Outside Contractors to fill vacant Instructional Aide, Special Education (IA, SpEd) positions who assist the classroom teacher in providing and reinforcing instruction in the Special Education Program for the 2025-2025
- 7. Temporary Use of Outside Contractors for Occupational Therapist (OT) Position for Occupational Therapy Services for the 2025-2026 School Year.
- 8. Crisis Staffing for Language, Speech and Hearing Specialist (also known as Speech Language Pathologist, or "SLPs") Position in SCUSD

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent

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

Service Employees International Union Local 1021 (SEIU)

Temporary Use of Outside Contractors to fill vacancies in the position of Health Aide who provide direct care support to students with disabilities with identified health conditions for the 2025-2026 school year

#### June 4, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacancies in the position of Health Aide. This position provides needed individual or group services for students with disabilities who receive health related services listed in a student's IEP or 504 plan. The District and SEIU hereby agree as follows:

- 1. The district has 64 positions (51.80225 FTE) allocated for Health Aides. For a period of one hundred eighty eight (188) days, starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) to fill the 49 positions (39.6563 FTE) vacancies in the position of Health Aide I and III.
  - a. Currently the District has:
    - i. 29.9875 total FTE allocated in the position of Health Aide I supporting students with disabilities
    - ii. 8.396 FTE are currently filled, and
    - iii. 21.59375 FTE are currently vacant
  - b. Currently the district has
    - i. 21.8125 total FTE allocated in the position of Health Aide III
    - ii. 3.75 FTE are currently filled, and
    - iii. 18.0625 FTE are currently vacant
- 2. The district will continue to actively recruit for the vacancies in the position of Health Aide I and Health Aide III and will proportionately reduce the use of contracted services as new positions are filled.
- 3. The total, up-to amount for these combined contracted services will not exceed \$3,508,929.91 This up-to amount is calculated from the following:
  - a. Health Aide I: (21.593800 agency staff @ \$52/hour x 8 hours per day x 188 workdays) = \$1,688,807.91

- b. Health Aide III: (18.0625 agency staff @ \$67/hour x 8 hours per day x 188 workdays) = \$1,820,122.00
- 4. Vendors for the contract will be selected from those listed in Appendix A below. If the District has the need to modify the list of vendors in Appendix A, the District agrees to share the updated list with SEIU.
- 5. The Parties agree to meet by March 15, 2026 to review the Health Aide I and Health Aide III vacancies and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive health related services. Any new agreement reached between the Parties will be memorialized in writing or through electronic communication.
- 6. In the event that Health Aide I and Health Aide III vacancies necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional Health Aide I and Health Aide III contracting needed. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.
- 7. This MOU is limited only to using outside contractors to fill Health Aide I and Health Aide III vacancies for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
- 8. This MOU is non-precedent setting and shall automatically terminate on June 11, 2026, unless extended by mutual written agreement of the Parties.

#### Appendix A: Health Aide I and Health Aide III Vendor List

- 1. Action Supportive Care
- 2. Amerigis

For the District:	For SEIU:	
Lesa all	Karla Faucett	
Superintendent Lisa Allen	President Karla Faucett	
Date: 6.12.25	Date: 6/10/25	

#### Memorandum of Understanding

Between
Sacramento City Unified School District (SCUSD)
&
Service Employees International Union (SEIU)

#### Concerning

# EXPANDED LEARNING OPPORTUNITIES Summer School Programs 2025

#### 3/14/2025

This Memorandum of Understanding (MOU) titled "EXPANDED LEARNING OPPORTUNITIES Summer School Programs 2025" is an agreement between the Sacramento City Unified School District ("District") and the Service Employee International Union, Local 1021 ("SEIU") regarding the 2025 summer school programs.

#### **AGREEMENT**

#### **Definitions of Summer School Programs**

<u>Summer Matters:</u> The core summer school academic intervention (8:00 am - 12:00 pm) and enrichment (12:00 pm - 5:00 pm) program designed for current TK through current 12th grade students. The Summer Matters program is focused on providing our students with:

- Exposure to new experiences
- Academic instruction to minimize learning gaps & reduce summer learning loss through high-quality theme-based learning units & enrichment activities.
- Opportunities to learn and practice cooperative and collaborative learning skills
- Opportunities to engage and work with various community learning partners
- Opportunities to learn, practice, and develop social and emotional skills
- Opportunities for credit recovery
- Opportunities to engage in daily physical activity

Extended School Year (ESY): This is a mandated program for identified students in Special Education PreK - 12 grades to provide on-going learning opportunities beyond the regular school year in accordance with his/her IEP to prevent regression in academic, behavioral, social/emotional and other targeted learning areas. The need for ESY services must be determined annually on an individual basis by the Individual Education Program (IEP) team.

<u>Academic Intervention:</u> This term will be used to be inclusive of the core Summer Matters (Academic Intervention 8:00 am - 12:00 pm) program focused on minimizing learning gaps and summer learning loss, 9-12: Credit Recovery, bridge or transition programs, Site Designed

Academic Programs, programs listed below, and/or enrichment programs implemented by site leaders at their school site during the summer school timeframe.

Enrichment: This term will be used to be inclusive of the Summer Matters enrichment program designed and implemented by Expanded Learning Providers for current TK through current 8th grade students from 12:00 pm – 5:00 pm to minimize and reduce summer learning loss. The Summer Matters enrichment program is focused on providing our students with:

- Exposure to new experiences
- Opportunities to learn and practice cooperative and collaborative learning skills
- Opportunities to engage and work with various community learning partners
- Opportunities to learn, practice, and develop social and emotional skills
- Opportunities to engage in daily physical activity

<u>Site Designed Academic Program (SDAP)</u>: This is a summer learning program implemented by sites and site leaders or sites in collaboration with departments at the district to address specific student populations based on site data/needs. The opportunity to implement a Site Designed Academic Program for summer school is open to all elementary, middle and high schools. Site leaders will work in partnership with their staff and/or district departments to complete a Site Designed Academic Program proposal.

<u>Summer @ City Hall:</u> This city-run program is focused on increasing civic engagement and learning through hands-on learning experiences and projects.

<u>Workability:</u> The summer work experience program will serve high school students with disabilities. The program will provide the student with valuable life and job-related skills that will support their post-secondary goals for transitioning out of high school.

<u>Community Programs:</u> These programs focus on providing 9 hours of enrichment opportunities, community building, and daily physical activities to accommodate working families during the summer. The community centers include YMCA, Phoenix Park, and Boys & Girls Club.

#### **Program Dates**

#### **ESY**

The ESY Program will run from June 23, 2025 to July 18, 2025, excluding July 4th, for a total of 19 work days.

#### **Summer Matters**

The core academic summer school program for current TK through current 12th grade students will run from June 23, 2025 - July 25, 2025 excluding July 4th, for a total of 24 work days.

#### Site Designed Academic Program (SDAP)

The Site Designed Academic Program for current TK through current 12th grade students will run between June 23, 2025 - August 8, 2025 excluding July 4th, for a total of 34 work days.

#### Workability

The Summer Work Experience Program, designed by the Special Education Workability Team, will run from June 23 - July 25, excluding July 4th, for a total of 24 work days.

#### Work Terms & Hours

#### 1. ESY Program

Instructional Aides, Instructional Aides (Special Education) & Teacher Assistant Bilingual Aides will support summer programs as follows and according to the below work schedule:

- Instructional Aides, Instructional Aides (Special Education) & Teacher Assistant Bilingual
  Aides working in the ESY program shall work no more than 4.5 hours a day scheduled (or
  actual hours worked due to extenuating circumstances) between the hours of 7:30-12:30
   Monday through Friday.
- Participate in the pre-service training for June 16th, 17th, 18th, and 20th (ESY ONLY) with their assigned teachers, for no more than 4 hours a day (or actual hours worked due to extenuating circumstances), 8:30 a.m. 12:30 p.m.
- Support summer school staff with yard supervision during program hours.
- Assist the classroom teacher in providing or reinforcing instruction to individual or small groups of students in a classroom or other learning environment; assist in the preparation of instructional materials, and perform a variety of clerical duties as assigned.
- Support targeted groups identified by the summer school principal.
- Assure the health and safety of students by following health and safety rules; assist students regarding the building of self-esteem, and development of a value system; assist students by providing proper examples, emotional support, friendly attitude, and general guidance.
- Designated Instructional Aides assigned to a student for direct services, will be paid for any additional time/hours after the instructional day due to supervising the student.
- Attend pre-service training with summer school staff & principal.
- The last day of work for Instructional Aides will be <u>July 18th</u>, the last day of ESY Summer Program with students on site.

#### 2. Summer Matters Program

- Instructional Aides, Instructional Aides (Special Education) & Teacher Assistant Bilingual
  Aides working in the Summer Matters program shall work no more than 4 hours a day (or
  actual hours worked due to extenuating circumstances) between the hours of 8:00 am 12:00 pm, Monday through Friday.
- Participate in the pre-service training for June 16th, 17th, and 18th with their assigned teachers, for no more than 4 hours a day (or actual hours worked due to extenuating circumstances), 8:30 a.m. - 12:30 p.m.
- Support summer school staff with yard supervision during program hours.
- Assist the classroom teacher in providing or reinforcing instruction to individual or small
  groups of students in a classroom or other learning environment; assist in the
  preparation of instructional materials, and perform a variety of clerical duties as assigned.

- Support targeted groups identified by the summer school principal.
- Assure the health and safety of students by following health and safety rules; assist students regarding the building of self-esteem, and development of a value system; assist students by providing proper examples, emotional support, friendly attitude, and general guidance.
- Designated Instructional Aides assigned to a student for direct services, will be paid for any additional time/hours after the instructional day due to supervising the student.
- Attend pre-service training with summer school staff & principal.

#### 3. Structured Educational Learning Experiences

There will be several Structured Educational Learning Experiences onsite and offsite this summer. Instructional Aides, Instructional Aides (Special Education), Teacher Assistant Bilingual Aides & Office Technicians who volunteer as a chaperone during scheduled offsite trips from (12:00 pm – 5:00 pm) will be compensated for the additional hours worked at the agreed upon hourly rate.

#### 4. Office Technician

Office Technicians will support the summer programs (Summer Matters & ESY) as follows and according to the below work schedule:

- Office Technicians shall work no more than 5 hours a day between the hours of 7:30 am 12:30 pm Monday through Friday.
- Perform routine, complex clerical duties in support of an assigned department or school; prepare and maintain logs, files, and records; review and verify the accuracy and completeness of various documents.
- Greet the public, and provide routine information and direct inquiries to the appropriate person or office; make phone calls to request, provide, or verify information; accurately interpret the goals of the school or department to others and to the public.
- Perform duties to assist the supervisor/summer school principal with a variety of clerical, technical, and routine administrative tasks; facilitate communication among staff, students, district personnel, and others.
- Schedule students accordingly into Infinite Campus to ensure students are able to access online learning platforms through Class Link.
- Collect and submit timesheets once approved by the summer school principal to the Youth Development/ESY Department to ensure summer pay is not delayed.
- Attend pre-service training with summer school staff & principal.

#### **Pre/Post Service Trainings**

#### 1. ESY Preservice Training Schedule 2025:

#### (Office Technicians)

PL Days	Date	Time
Day 1: General Orientation	June 16, 2024	8:30 - 12:30 (4 hrs)

Day 2: (General Curriculum) Community-Based Instruction - Adult Transition Instructors & Para professionals	June 17, 2024	8:30 - 12:30 (4 hrs)
Day 3: Related Service Providers (Behavioral Team, Vocational Team, OT/PT/APE, SLPs)	June 18, 2024	8:30 - 12:30 (4 hrs)
Day 4: Summer School Staff Meeting @ Summer School Site	June 20, 2024	8:30-9:30 (1 hrs)
Work with summer school principal to schedule students into IC		9.30-12.30 (3 hrs)

(Instructional Aides)

PL Days	Date	Time
Day 1: General Orientation	June 16, 2024	8:30 - 12:30 (4 hrs)
Day 2: (General Curriculum) Community-Based Instruction - Adult Transition Instructors & Para professionals	June 17, 2024	8:30 - 12:30 (4 hrs)
Day 3: Related Service Providers (Behavioral Team, Vocational Team, OT/PT/APE, SLPs )	June 18, 2024	8:30 - 12:30 (4 hrs)
Day 4: Summer School Staff Meeting @ Summer School Site Review site operations, distribute materials, set up & prepare classroom for summer school with assigned teacher	June 20, 2024	8:30-9:30 (1 hrs) 9.30-12.30 (3 hrs)

The following Direct Service Positions will follow the preservice schedule below in order to support ESY sites and students:

- Health Aides
- Registered Behavior Technicians (RBT)
- Vision Specialist
- Instructional Classroom Aides
- 1:1 Intensive Individualized Instruction
- The last day of work for SEIU Direct Service Positions will be <u>July 18th</u>, the last day of ESY Summer Program with students on site.

(ESY - Direct Service Positions)

PL Days	Date	Time
Day 1: General Orientation	June 16, 2024	8:30 - 12:30 (4 hrs)
Day 2: Prep and review ESY caseload and inform teachers and summer school admin of students that will be receiving direct services during ESY programing	June 17, 2024	8:30 - 12:30 (4 hrs)
Day 3: Related Service Providers (Behavioral Team, Vocational Team, OT/PT/APE, SLPs )	June 18, 2024	8:30 - 12:30 (4 hrs)
Day 4: Summer School Staff Meeting @ Summer School Site Review site operations, distribute materials, set up & prepare classroom for summer school, review IEPs & health records for caseloads	June 20, 2024	8:30-9:30 (1 hrs) 9.30-12.30 (3 hrs)

### 2. Summer Matters Preservice Training Schedule:

(Instructional Aides)

PL Days	Date	Time
Day 1: Summer School Logistics	June 16, 2024	8:30 - 12:30 (4 hrs)
Day 2: Curriculum, Instruction, & Assessment	June 17, 2024	8:30 - 12:30 (4 hrs)
Day 3: Summer School Principal Facilitated Staff Meeting @ Summer School Site Review of site operation, organizing and distributing materials, setting up the classroom.	June 18, 2024	8:30 - 9:30 (1 hrs) 9.30-12.30 (3 hrs)

(Office Technicians)

PL Days	Date	Time
Day 1: Summer School Logistics	June 16, 2024	8:30 - 12:30 (4 hrs)
Day 2: Curriculum, Instruction, & Assessment	June 17, 2024	8:30 - 12:30 (4 hrs)
Day 3: Summer School Principal Facilitated Staff Meeting @ Summer School Site	June 18, 2024	8:30 - 9:30 (1 hrs)

Work with summer school principal to schedule students into IC	9:30 – 12:30 (3 hrs)

#### **Assignment**

- 1. In the event there are fewer positions than staff who are interested, assignments will be determined in the following order:
  - a. SEIU Staff who apply for Summer Program positions who have an existing assignment at a host Summer School site will be given the first priority for the position at their home school.
  - b. If there are fewer applicants from the host site than there are assignments needed, the District will consider other SCUSD SEIU applicants based on seniority.
  - c. Site Designed Academic Program positions will be prioritized for SEIU members that have been trained in the program structure and have the required experiences needed to support the specific group of students identified in the SDAP. In the event that there are more interested SEIU members that meet this criteria than there are available positions, seniority will be used as in #2 above.

#### **Summer School Work Assignment Agreement**

Once a SEIU applicant has been offered and accepted a position in one of the Summer Programs, they will not be considered for other positions in the Summer Programs without mutual agreement with the District. (For example, an individual cannot decline a position in the ESY program which they have already accepted and then apply to work for the Summer Matters program during the same summer school year.)

#### Compensation

- 10 and 11 month employees represented by SEIU in the below classifications who do not normally work during the summer, shall be compensated at the single flat hourly rate of \$29 per hour for work performed in the 2025 summer programs:
  - A. Summer Matters Program current TK 12th grade Positions:
    - Instructional Aides
    - Teacher Assistant Bilingual
    - Office Technicians
    - Campus Monitors
    - Youth and Family Mental Health Advocates
    - Health Aides
  - B. ESY 2025 Direct Service Positions:

- Instructional Aides: Special Education
- Instructional Aides: Special Education(Preferred ASL)
- Health Aides (I and II)
- Office Technicians
- Designated Instructional Aides
- Speech and Language Assistants
- Orientation and Mobility Assistant
- Audiologist
- Educational Assistant
- Vision Specialist
- Interpreters
- Sub Instructional Aides: Special Education
- Sub Instructional Aides: Special Education(Preferred ASL)
- 2. The summer school compensation rate only applies to individuals that are hired to work in the district's "Summer School Programs 2025." Here is the <u>list</u> of summer school sites.
- 3. SEIU members working in the district's **EXPANDED LEARNING OPPORTUNITIES Summer School Programs 2025** who are employed with a 10-month or 11-month calendar may have an overlap between their normal contractual work calendar and the days they are working in the Summer Programs.

If any of the hours worked in support of the Summer Programs overlap with an Employees normal contractual work calendar, Expanded Learning Opportunities will fund any difference that may exist between their normal rate of pay and the agreed upon rate of \$29/hour.

- For example, if the SEIU unit member on a 11 month calendar is assigned to work a summer program during one of their regular contractual work days and their hourly rate is \$20/hour, that unit member would receive an additional \$9 for each of the hours that they work in the summer program (for a total of \$29/hour). In this scenario the additional compensation from ELOP will be paid separately from an employee's normal pay schedule.
- The guidance above would apply to SEIU unit members on a 10-month/11-month calendar who might be impacted with overlap in work days.
- 4. Once the contracted work days have ended, the ten and eleven month members' summer school pay rate will take effect.

#### **Summer School Pay Process**

- 1. SEIU members will be paid for all summer related work hours after the conclusion of the summer program. Summer school work hours will include the following:
  - a. Preservice Training hours
  - b. Daily hours worked in the summer school program

- c. Approved additional hours outside their assignment
- 2. The District will make every attempt to pay staff who participate in the various summer school programs as quickly as possible, but no later than ninety days (90) after the conclusion of the programs.

#### Collaborative Time

- 1. SEIU unit members participating in Summer Matters (ES & MS) & ESY will have the instructional day shortened by one (1) hour on Thursdays to allow for one (1) hour of staff collaboration time.
- 2. Collaborative time will be conducted in accordance with the Collaborative Time MOU (June 2016).
- 3. SEIU unit members in a Site Designed Academic Program will follow the approved program's proposal for collaboration time.

#### **Limited Scope**

This MOU only applies to SEIU represented staff who are working in the summer school programs listed in this "EXPANDED LEARNING OPPORTUNITIES: Summer School Programs 2025" MOU.

#### Non Precedent Setting

This MOU is limited specifically to programs under the term "Expanded Learning: Summer School Programs 2025," is non-precedent setting, and does not establish a past practice for any purpose.

#### **Expiration Date**

This Memorandum of Understanding (MOU) titled "EXPANDED LEARNING OPPORTUNITIES: Summer School Programs 2025" is an agreement between "SEIU" and the "District" regarding the 2025 summer school programs shall automatically terminate on August 8th, 2025.

For the District:	For SEIU:
Lua all	Kaile Juncetto
Lisa Allen, Superintendent	President, Karla Faucett
5/13/25	5/9/25
Date	Date
	Casey Thompson 5/9/25
	SEIU Local 1021

# Memorandum of Understanding Between Service Employee International Union Local 1021 And the Sacramento City Unified School District

#### June 4, 2025

This Memorandum of Understanding ("MOU") is entered into between SEIU Local 1021 ("SEIU" or "Union") and the Sacramento City Unified School District ("District" or "SCUSD") (collectively "Parties") regarding provision of Summer Custodial Work to SEIU - represented classified employees.

WHEREAS, there is a need for custodial work that needs to be done prior to the beginning of the 2025-2026 school year and not enough custodial staff to complete it; and,

WHEREAS, the custodial work being offered through this MOU would be limited to minor custodial work that includes moving furniture, dusting, trash, sweeping, wiping surfaces and external clean-up work, and that is not expert custodial cleaning work like stripping floors and team cleaning etc.; and,

WHEREAS, training and direction will be provided; and,

WHEREAS, the parties intend for the provision of the Summer Custodial Work throughout the entire District to begin on June 16, 2025, through August 15, 2025, on a non-precedent setting basis.

#### THEREFORE, the Parties agree as follows:

- 1. The District shall hire SEIU 1021 classified employees of any classification who volunteer for Summer Custodial work on a first-come-first-serve basis and as funding remains available, based on District seniority on a rotational basis with priority in the following order:
  - a. Any/ all 10-month classified employees
  - b. Any/ all 11-month classified employees
  - c. Any/ all 12-month classified employees who are part-time
- 2. Those hired to perform this custodial work referenced in #1 during the time period covered by this agreement shall be compensated at Step 3 for Range 34 of the 2024-2025 Salary Schedule.
- 3. Permanent Custodians represented by SEIU, already assigned to work during the time covered by this agreement shall be compensated at Step 5 for range 34 of the 2024-2025 Salary Schedule C.

4. This MOU will expire August 15, 2025.

For the District:	For SEIU: Karla Faucett
Superintendent Lisa Allen	President Karla Faucett
Date: 6/12/25	Date: 6/6/2025

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

Service Employees International Union (SEIU)

### Temporary Use of Outside Contractors to backfill vacancies in the position of Interpreter for Deaf and Hard of Hearing Services

#### May 5, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacancies in the position of Interpreter For The Deaf. This position provides needed individual or group services for students who are deaf and hard of hearing. The District and SEIU hereby agree as follows:

- 1. For a period of one hundred eighty eight (188) days, starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) to fill the 18.75 full-time equivalents (FTEs) vacancies in the position of Interpreters for the Deaf
  - o Currently the District has:
    - 22.5 total FTE allocated in the position of Interpreter for the Deaf
      - 3.75 FTE are currently filled, and
      - 18.75 FTE are currently vacant
- 2. The district will continue to actively recruit for the vacancies in the position of Interpreter for the Deaf and will proportionately reduce the use of contracted services as new positions are filled.
- 3. The total, up-to amount for these combined contracted services will not exceed \$1,628,550. This up-to amount is calculated from the following:
  - o 18.75 agency staff @ \$77/hour x 6 hours per day x 188 workdays = \$1,628,55
- 4. Vendors for the contract will be selected from those listed in Appendix A below. If the District has the need to modify the list of vendors in Appendix A, the District agrees to share the updated list with SEIU.
- 5. The Parties agree to meet by March 15, 2026 to review the Interpreter for the Deaf vacancies and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive Interpreter for the Deaf services. Any new

- agreement reached between the Parties will be memorialized in writing or through electronic communication.
- 6. In the event that Interpreter for the Deaf vacancies necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional Interpreter for the Deaf contracting needed. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.
- 7. This MOU is limited only to using outside contractors to fill Interpreter for the Deaf vacancies for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
- 8. This MOU is non-precedent setting and shall automatically terminate on June 11,, 2026, unless extended by mutual written agreement of the Parties.

#### Appendix A: Interpreter for the Deaf Vendor List

1. Access Language

For the District.

- 2. Excel Interpreting Services
- 3. Eaton Interpreting Services

For the District.	roi sere.
Losa all	Karla Faucett
Superintendent	President
Lisa Allen	Karla Faucett
Date: 6, 13, 25	Date: 5.27.25

For SEIII.

Casey Thompson

5/27/25

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

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Service Employees International Union (SEIU)

Temporary Use Of Outside Contractors Related To IEP Designated Instructional Paraprofessional, Special Education Positions Who Provide 1:1 Services To Students Identified Through The IEP Process In An Assigned Special Education Program For The 2025-2026 School Year.

#### May 12, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union Local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant IEP Designated Instructional Paraprofessional, Special Education (IEP DIPS) positions, to assist in providing or reinforcing instruction in an assigned special education program during the 2025-2026 school year. The District and SEIU hereby agree as follows:

- 1. For a period of one hundred eighty eight (188) days, starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) to fill the 340.25 full-time equivalents (FTEs) vacancies in the position of IEP DIPS
  - a. Currently the District has:
    - i. 356.25 total FTE allocated in the position of IEP DIPS
    - ii. 16, FTE are currently filled, and
    - iii, 340.25 FTE are currently vacant
- 2. The District will continue to actively recruit the IEP DIPS vacant FTE and will proportionately reduce the use of contracted services as those positions are filled.
- 3. The total, up-to amount for these contracted services will not exceed \$25,330,932. This total is calculated from the following: (340.25 FTE agency staff @ \$66/hour x 6 hours per day x 188 workdays) = \$25,330,932).
- 4. Vendors for the contract will be selected from those listed in Appendix A listed below. If the Vendors listed in Appendix A are unable to provide the required staff, the District will share the updated vendor list with SEIU.
- 5. The Parties agree to meet by March 15, 2026, to review the IEP DIPS vacancies and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive IEP DIPS services. Any new agreement reached between the Parties will be memorialized in writing or through electronic communication.
- 6. In the event that IEP DIPS vacancies necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional IEP DIPS needed. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.

- 7. This MOU is limited only to using outside contractors to fill IEP DIPS vacancies for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
- 8. This MOU is non-precedent setting and shall automatically terminate on June 11, 2026, unless extended by mutual written agreement of the Parties.

For the District: For SEIU:	Karla Faucett	
Superintendent Lisa Allen	President Karla Faucett	
Date: 6-13-25	Date: 5.27.25	
	CACALI Thomascara 5/27/25	

## Appendix A: IEP Designated Instructional Paraprofessional, Special Education Agency List

This is not an exhaustive list

- 1. Point Quest
- 2. New Directions/ProCare
- 3. Amerigis
- 4. Care
- 5. Learning Solutions
- 6. Speech Pathology Group

# Memorandum of Understanding Between Sacramento City Unified School District (SCUSD) & Service Employees International Union (SEIU)

Temporary Use of Outside Contractors to fill vacant Instructional Aide, Special Education (IA, SpEd) positions who assist the classroom teacher in providing and reinforcing instruction in the Special Education Program for the 2025-2026 school year.

#### May 12, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union Local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant allocated FTE in the position of Instructional Aide, Special Education (IA, SpEd), to assist in providing and reinforcing instruction in the special education program. The Parties hereby agree as follows:

- For a period of one hundred eighty eight (188) days, starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) to fill the 292.5 full-time equivalents (FTEs) vacancies in the position of Instructional Aide, Special Education (IA, SpEd)
  - a. Currently the District has:
    - i. 391.4 total FTE allocated in the position of IA, SpEd
    - ii. 98.9 FTE are currently filled, and
    - iii. 292.5 FTE are currently vacant
- 2. The District will continue to actively recruit the IA, SpEd vacant FTE and will proportionately reduce the use of contracted services as those positions are filled.
- 3. The total, up-to amount for these contracted services will not exceed \$24,745,500. This total is calculated from the following: ( 292.5 FTE agency staff @ \$75/hour x 6 hours per day x 188 workdays) = \$24,745,500).
- 4. Vendors for the contract will be selected from those listed in Appendix A listed below. If the Vendors listed in Appendix A are unable to provide the required staff, the District will share the updated vendor list with SEIU.
- 5. The Parties agree to meet by March 15, 2026, to review the IA, SpEd vacancies and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive IA, SPED services. Any new agreement reached between the Parties will be memorialized in writing or through electronic communication.

- 6. In the event that IA, SpEd vacancies necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional IA, SpEd needed. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.
- 7. This MOU is limited only to using outside contractors to fill IA, SpEd vacancies for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
- 8. This MOU is non-precedent setting and shall automatically terminate on June 11, 2026, unless extended by mutual written agreement of the Parties.

#### Appendix A: Instructional Aide - Special Education Vendor List

1. Learning Solutions

For the District: For SEILL

2. New Directions/ProCare

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Lisa	alle	Karla Faucett	
Superintendent Lisa Allen		President Karla Faucett	
Date:	6.13-25	Date: 5.27.25	

Casey Thompson 5/27/25

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

Service Employees International Union Local 1021 (SEIU)

### Temporary Use Of Outside Contractors For Occupational Therapist (OT) Position For Occupational Therapy Services For The 2025-2026 School Year

#### May 12, 2025

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union local 1021 ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant Occupational Therapist (OT) positions to provide mandated occupational therapy services. The District and SEIU hereby agree as follows:

1. For a period of one hundred eighty eight (188) days, starting on August 18, 2025 and through June 11, 2026, the District may utilize the services of outside contractors (appendix A) to fill the 21.4 full-time equivalent (FTE) vacancies in the position of Occupational Therapist.

#### Currently the District has:

- 34.4 total FTE allocated in the position of OT
- ii. 13 FTE are currently filled, and
- iii. 21.4 FTE are currently vacant
- 2. The district will continue to actively recruit for the vacancies in the position of OT and will proportionately reduce the use of contracted services as new positions are filled.
- 3. The total, up-to amount for these combined contracted services will not exceed \$4,409,427. This up-to amount is calculated from the following:
  - a. (21.4 agency staff @ \$137/hour x 8 hours per day x 188 workdays) = \$4,409,427
- 4. Vendors for the contract will be selected from those listed in Appendix A below. If the District has the need to modify the list of vendors in Appendix A, the District agrees to share the updated list with SEIU.

- 5. The Parties agree to meet by March 15, 2026 to review the OT vacancies and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and to ensure that students receive occupational therapy related services. Any new agreement reached between the Parties will be memorialized in writing or through electronic communication.
- 6. In the event that OT vacancies necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the Parties agree to meet and discuss additional OT contracting needed. Any new agreement reached between the parties will be memorialized in writing or through electronic communication.
- 7. This MOU is limited only to using outside contractors to fill OT vacancies for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
- 8. This MOU is non-precedent setting and shall automatically terminate on June 11, 2026. unless extended by mutual written agreement of the Parties.

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Superintendent
Lisa Allen

Date: 6.13.25

Karla Faucett

Karla Faucett

Date: 5.27.25

Casey Thompson 5/27/25 <u>Appendix</u> A: <u>Occupational Therapy</u> and Certified <u>Occupational Therapist Assistant Services</u> Vendor List:

- Growing Healthy Seasons
- Jabbergym
- Northern California Rehabilitation

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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.
- 10. 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 15<sup>th</sup> 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