



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

Meeting Date: December 19, 2024

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

Division: Human Resources Services

Recommendation: The recommendation is to approve Labor Partner Agreements.

Background/Rationale: The District has an immediate need to ensure there is no disruption to services provided to students. The District has worked with Sacramento City Teachers Association (SCTA) and the Service Employees International Union (SEIU) to allow for outside contractors to provide the services noted within the attached MOUs in order to meet the needs of students. Additionally, professional learning opportunities for teachers, as identified in the MOU, is to help meet the educational needs of students.

Financial Considerations: The District will continue to work to recruit and retain employees in the areas of need identified in the MOUs. As staff are hired and begin providing services, as noted in their job descriptions, then the need for outside contractors will reduce. The additional professional learning opportunities for teachers, as identified in the MOU, is to help meet the educational needs of students.

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached: Labor Partners Agreements

1. Sacramento City Teacher Association (SCTA)
2. SEIU, Local 1021

Estimated Time of Presentation: N/A

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

Approved by: Lisa Allen, Superintendent

NM

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

**Temporary Use of Outside Contractors related to the School Nurse Position for providing
Direct Diabetes Care Services**

August 21, 2024

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 utilizing the services of outside contractors to fill vacant School Nurse positions, to provide coverage for training newly hired Nurses, and additional diabetic care to students in the District for a limited term. The District and the SCTA hereby agrees as follows:

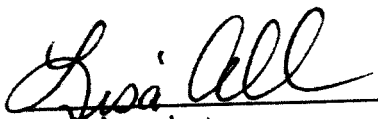
1. For a period of three weeks ¹⁴ school days, starting on August 19, 2024 and through September 6, 2024, the District may utilize the services of outside contractors to fill a total of 18 full-time equivalents (FTEs) in the position of School Nurse to provide Direct Diabetes Care Services.
2. The District's expectation is that the contracted amount will not exceed \$72,360 (18 agency staff @ \$67/hour x 4 hours per day x 15 work days = \$72,360).
3. Vendors for the contract will be selected from those listed in Appendix A. If the Vendors list in Appendix A are unable to provide the required staff, the District will meet with SCTA to discuss alternatives.
4. The District and SCTA will meet by August 30, 2024, to review the school nurse vacancies at that time and determine whether there is a continued need to utilize the services of the outside contractors to fill those vacancies and to ensure that students receive direct diabetic care services. If an agreement is reached to extend the term of this MOU, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
5. In the event that student direct diabetic care needs necessitate utilizing the services of outside contractors beyond the number of outside contractors specified in Paragraph 1 above, the District and SCTA agree that the District shall notify SCTA of such need and the District and SCTA shall meet to discuss the need and determine if there is an agreement to increase the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractors, the District and SCTA shall memorialize such agreement in writing.

6. 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.

7. This MOU is limited only to the use of outside contractors to fill vacancies, cover for training newly hired nurses, and meet students' needs for direct diabetes care services in the school nurse position for the term specified herein or any term subsequently agreed to in writing by the District and SCTA.
8. Except as provided in this MOU, the District confirms that it is not currently using and will not seek authorization from the SCUSD Board of Education to use outside contractors to fill any other vacancies related to SCTA-bargaining unit work in the Health Services Department, without the expressed written agreement of SCTA in accordance with the Hippo MD October 24, 2018 Settlement Agreement. This paragraph does not include contracts with Non-Public Schools, which provide services to District students that are not considered to be SCTA bargaining unit work.
9. This MOU shall automatically terminate on September 6, 2024, unless extended by mutual written agreement of the Parties.


For the District:



Superintendent
Lisa Allen

Date: 8/22/24

For SCTA:



President
Nikki Milevsky

Date: 8/21/24

NM

Appendix A
(list of Agencies)

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

**Temporary Use of Outside Contractors related to the School Nurse Position for providing
Direct Diabetes Care Services**

August 21, 2024

1. **Action Supportive Care Service (vendor#125900)**
7777 Greenback Ln. Ste. 208
Citrus Heights, CA 95610
(916) 933-6901
2. **Amergis (vendor#108282) – formerly Maxim**
1050 Fulton Ave. Ste. 235
Sacramento, CA 95825
(916) 614-9539

NW

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

**Temporary Use of Outside Contractors for Language, Speech and Hearing Specialist [also known
as Speech Language Pathologist, or "SLPs"] Positions in SCUSD**

August 29, 2024

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 utilizing the services of outside contractors to fill vacant Language Speech and Hearing Specialists LSHS/SLP positions in the District for a limited term. The District and the SCTA hereby agrees as follows:

1. The District currently has:
 - a. 102.9 LSHS/SLP allocated FTE,
 - b. 35.6 LSHS/SLP currently filled FTE, and
 - c. 67.3 LSHS/SLP vacant FTE.
2. For a period of one hundred twenty (120) days, starting on August 28, 2024 and through December 20, 2024, the District may utilize the services of outside contractors (appendix A) to fill the 67.3 full-time equivalents (FTEs) vacancies in the position of LSHS/SLP.
3. The District's expectation is that the contracted amount will not exceed \$4,603,320 (67.3 agency staff @ \$150 /hour x 6 hours per day x 76 work days = \$4,603,320).
4. The District and SCTA will meet at least thirty (30) days prior to December 20, 2024, to review the LSHS/SLP vacancies at that time and determine whether there is a continued need to utilize the services of the outside contractors to fill those vacancies to ensure that students receive legally mandated services consistent with their Individualized Education Plans ("IEP"). If agreement is reached to extend the term of this MOU, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
5. In the event student needs, as determined by a speech and language assessment and/or a student's IEP team, necessitate utilizing the services of outside contractors beyond the number of outside contractors specified in Paragraph 1 above, the District and SCTA agree that the District shall notify SCTA of such need and the District and SCTA shall meet to discuss the need and determine if there is an agreement to increase the use of outside contractors to meet this increased need. If agreement is reached to increase the use of the outside contractor, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
6. 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.

7. 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.
8. Except as provided in this MOU, the District confirms that it is not currently using and will not seek authorization from the SCUSD School Board to use outside contractors to fill any other vacancies related to SCTA-bargaining unit work in the Special Education Department, without the expressed written agreement of SCTA in accordance with the Hippo MD grievance settlement. This paragraph does not include contracts with Non-Public Schools, which provide services to District students that are not considered to be SCTA bargaining unit work.
9. This MOU shall automatically terminate on December 20, 2024, unless extended by mutual written agreement of the Parties.

Appendix A:

Jabber Gym
Pro Care
SPG
Growing HC
Stepping Stone
Capital Speech
Capital Kids
Covelo Group
School Steps

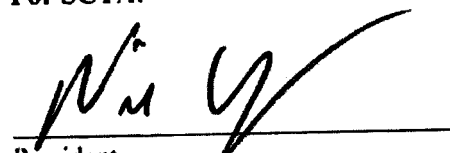
For the District:



Superintendent
Lisa Allen

Date: 8/30/24

For SCTA:



President
Nikki Milevsky

Date: 8/30/24

JW

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

Proposition 28 Arts Plan Implementation

September 24, 2024

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 Proposition 28 Arts Plan Implementation plan. The District and the SCTA hereby agree as follows:

Scope of Work:

1. Utilizing Proposition 28 funding the District hopes to improve student outcomes through the establishment of:
 - a. The expansion of Visual and Performing Arts Teacher FTE at the elementary and secondary levels, and one Training Specialist FTE in the central office.
 - b. Artist Residency Contracts to supplement existing programs where VAPA Teachers have not yet been hired.

Staffing:

2. The District will negotiate the final Teacher, Itinerant VAPA job description with SCTA by October 31st 2024.
3. Current 4.6 FTE in the position of Teacher, Traveling Music will be reclassified into the Teacher, Itinerant VAPA positions with their seniority intact under completion of the job description in #2.
4. The District will allocate 22.4 additional FTE in the position of Teacher, Itinerant VAPA with the following initial placements at the school sites listed in Appendix A:
 - a. 11.6 FTE Itinerant VAPA Teachers
 - i. 6.1 Itinerant Music
 - ii. 4.5 Itinerant Art
 - iii. 1.0 Itinerant Theater or Dance
 - b. 9.8 FTE Secondary Single Subject Music, Theater, Art or Dance
5. The Itinerant VAPA Teachers will collaborate with site leaders/teachers to ensure alignment with Proposition 28 Grant Funding and the District Arts Plan.

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6. The District will use the support of the Itinerant VAPA Teachers at Elementary school sites to provide additional prep time in alignment with Article 5 of the Collective Bargaining Agreement. The parties will meet by no later than the beginning of the second trimester to ensure equitable distribution of prep time at school sites that have Prop 28 funded VAPA teachers.
7. Using the 80% staffing allocation from Prop 28, each site may provide one after school elementary VAPA elective stipend to be used by any teacher that wishes to teach a VAPA class outside of the regular school day. The rate is consistent with the elementary intramural sport stipend that sites receive from Student Support Services. (Category F: \$1338)
8. Utilizing Prop 28 funding that was directly allocated to the Central Office, and in alignment with the District Strategic Arts Plan, the VAPA Department will hire one VAPA Training Specialist (TS) position to support instructional best practices, prepare and deliver professional learning for all teachers, and facilitate collaborative time for VAPA teachers.
9. The District will meet with SCTA to discuss additional and/or changes to sites and placements prior to the 25-26 school year.
10. The Parties agree that the hiring of the VAPA Teachers shall be consistent with the collective bargaining agreement.

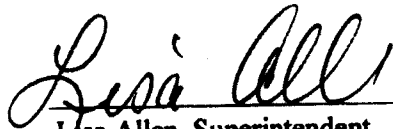
Artist Residency Contracts

11. Utilizing Proposition 28 funding in the 2024-2025 school year, the District will seek to enter into contract with:
 - a. NorCal School of the Arts, with an amount up to \$645,000 (280 Residencies).
 - b. CLARA (E. Claire Raley Studios for the Performing Arts), with an amount up to \$275,000 (110 Residencies).
12. Through these contracts, the District will provide 10 week Artist Residency programs for classes beyond the number of classes which can be supported by the Teacher, Itinerant VAPA positions in the District.
13. Schools with a designated VAPA teacher may opt to purchase extra residencies, through CLARA, NorCal School of the Arts if they have remaining Prop 28 funds or if they wish to use other funding sources (i.e. PTA, grant funds, etc.).
14. The SCUSD teacher of record must remain in the classroom when a contracted Artist Residency is present.
15. Artist Residency programs shall be organized centrally through the VAPA Coordinator.
16. Artist residencies shall not be utilized in place of, or to supplant, VAPA teaching positions.

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17. The Agreement expires on June 30th, 2025. Both parties agree to meet by May 1st, 2025 to renew this MOU or amend it based on updated Proposition 28 hiring goals.

For the District:



Lisa Allen, Superintendent

9/25/24

Date

For SCTA:



Nikki Milevsky, President

9/24/24

Date

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Existing or New Position	FTE Increase	Proposed 24-25 Assignment	Filled/Vacant	New Hire?
Existing		Rosa Parks K-8 (.6 FTE 0724, .4 RF)	Filled	Transfer
Existing		John Still K-8		N
Existing		1.0 Rosemont Music	Filled	Y
Existing		1.0 FTE Will C Wood	Filled	N
Existing		1.0 FTE McClatchy HS	Filled	N
Existing		4. FTE Leonardo Da Vinci K-8 .4 FTE Fern Bacon MS. 2 FTE Travel	Filled	N
Existing		6 hours/week Music Librarian (Per Diem)	Filled	N
Existing		1.0 FTE HJHS	Filled	N
Existing		1.0 FTE Alice Birney K-8 (prep)	Filled	Y
Existing		1.0 FTE Kennedy HS	Filled	N
Existing		A.M. Winn K-8	Filled	N
Existing		1.0 FTE Bret Harie/Sloal	Filled	N
Existing		1.0 FTE Rosemont HS	Filled	No
Existing		1.0 Martin L. King Jr. K-8	Filled	No
Increased FTE	0.2	.5 FTE Sam Brannon (0724) .5 FTE Dixon (Prop 28)	Filled	Partial Re-assignment of existing teacher
Increased FTE	0.4	1.0 FTE Albert Einstein MS	Vacant (in process)	Y
Increased FTE	0.2	1.0 FTE Mivock (0724/Prop 28)	Filled	Partial Re-assignment of existing teacher
Increased FTE	0.4	.6 FTE Cal MS/.4 FTE @ Suitersville	Filled	Partial Re-assignment of existing teacher
NEW POSITION	1	1.0 FTE HJHS	Vacant (sub)(in process)	Y
NEW POSITION	1	1.0 FTE McClatchy HS (New Prop 28 Position)	Filled	Transfer
NEW POSITION	1	1.0 FTE Media Art CKM	Filled	Transfer
NEW POSITION	0.5	1.0 Burbank Music	Filled	Transfer
NEW POSITION	1	.5 Vocal Music Burbank	Vacant	
NEW POSITION	1	1.0 FTE Theater JFK	Vacant	
NEW POSITION	1	1.0 Theater Rosemont	Filled	New
NEW POSITION	1	.5 WCH/.5 Fern Bacon Art	Vacant	
NEW POSITION	0.6	.5 West Campus Theater	Vacant	
NEW POSITION	1	TRAINING SPECIALIST	Vacant	
NEW POSITION	1	ART	Filled	Nicolas RSP - Site Funded
NEW POSITION	1	ART	VACANT	Edward Kemble Elementary
NEW POSITION	1	ART	Filled	Elber Creek
NEW POSITION	1	ART	Filled	Suy:U
NEW POSITION	0.9	ART	VACANT	Earl Warren
NEW POSITION	0.6	ART	VACANT	H. W. Hartness Elementary
NEW POSITION	0.4	MUSIC	Filled	Phoebe A. Hearst Elementary
NEW POSITION	1	MUSIC	IN PROCESS	Crocker/Riverside Elementary

School #1 FTE	School #2	School #2 FTE	School #3	School #3 FTE
0.5	FTE Nicolas Elementary	0.5		
0.4	Cesar Chavez Intermediate	?		
0.6	Sequoia	0.4		
0.4	Oak Ridge	0.4	Pony Express	0.2
0.4	Abraham Lincoln Elementary	0.5		
0.2	John Bidwell Elementary	0.2	Susan B. Anthony Elementary	0.2
0.2	Isador Cuthen	0.2		
0.6	David Lubin Elementary	0.4		

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NEW POSITION	1	MUSIC		Caleb Greenwood Elementary	0.40	Ethel Phillips Elementary	0.40	William Land Elementary	0.20
NEW POSITION	1	MUSIC		Leelaata Floyd Elementary	0.20	James Marshall Elementary	0.30	Ethel I Baker Elementary	0.50
NEW POSITION	1	MUSIC	IN PROCESS	Carmella Elementary	0.40	Hubert H. Bancroft Elementary	0.40	Mark Twain .2FTE	0.20
NEW POSITION	1	MUSIC	IN PROCESS	Pacific Elementary	0.40	Parloway Elementary	0.40	Caroline Wenzel Elementary	0.20
NEW POSITION	0.7	MUSIC		Capital City Independent Study	0.50	Hollywood Park Elementary		Tahoe Elementary	0.2
NEW POSITION	1	DANCE		Bret Harte Elementary	Father Keith B. Kenny	Golden Empire Elementary	John D. Sloat Elementary	Matsuyama Elementary	
NEW POSITION	1	THEATER		John Cabrillo Elementary	Washington Elementary	Woodbine Elementary	New Joseph Bontheim (NJB) Community Charter	Martin Luther King, Jr.?	
Total NEW FTE	23								
NEW Itinerant VAPA	11.6								
New Secondary VAPA	9.4								
Proposed Itinerant Art	4.5								
Proposed Itinerant Music	6.1								
Proposed Itinerant Dance	1								
Proposed Itinerant Theater	1								



**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
And the
Sacramento City Teachers Association (SCTA)**

**Related to Compensation for Teachers to Participate in
Optional Professional Learning for
Language Essentials for Teachers of Reading and Spelling (LETRS)**

October 23, 2024

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 teachers participating in optional professional learning for the Language Essentials for Teachers of Reading and Spelling (“LETRS”). The District and the SCTA hereby agree as follows:

1. Teachers will have the opportunity to participate in LETRS professional learning in cohorts that consist of 4 units over the course of 1 year (Early Childhood LETRS) or 8 units over the course of 2 years (K-6 LETRS).
2. LETRS cohorts receiving paid stipends began in the 2023-2024 school year, will continue through the 2025-2026 school year, and may be extended by mutual agreement of the parties.

Early Childhood LETRS Training:

3. The parties agree that participation in the District’s Early Childhood LETRS cohorts is voluntary and teachers will receive two sub release days and a \$1500 stipend for completing four units of study over the course of one year.
4. The District agrees to compensate teachers at the end of the full four-unit course once the teacher has attended one 3-hour synchronous session for each unit, submitted all Bridge to Practice activities for each unit, and provided a Certificate of Completion for each unit.
5. There is one cohort of 22 teachers for the 2023-24 school year and one cohort of 18 teachers for the 2024-25 school year.

K-6 LETRS Training:

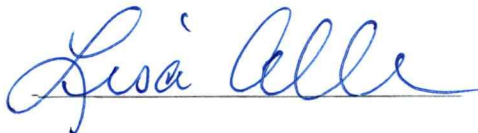
6. The parties agree that participation in the District’s K-6 LETRS cohorts is voluntary and teachers will receive a \$500 stipend for completing each unit of study, of which there are eight over the course of two years.

7. The District agrees to compensate teachers at the end of each unit once the teacher has attended one 6-hour synchronous session for the unit, submitted all Bridge to Practice activities for the unit, and provided a Certificate of Completion for the unit.
8. There are four cohorts of 20 teachers for the 2024-25 and 2025-26 school year.

Availability of Training:

9. The District will publicize LETRS training opportunities to all certificated staff. If there are more staff interested in participating than spaces available, spaces will be allocated to staff based on seniority, and a wait list will be generated.
10. Additional LETRS cohorts based on Teacher interest, the availability of funding, and availability of staff to facilitate, may be added by mutual agreement between the District and SCTA.
11. This MOU is non-precedent setting.
12. This MOU shall automatically terminate at the end of the 2025-2026 school year, unless extended by mutual written agreement of the Parties.

For the District:



Superintendent

Lisa Allen

For SCTA:

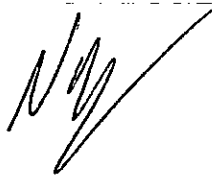


President

Nikki Milevsky

Date: 10/24/24

Date: 10/23/24



Memorandum of Understanding

By & Between

The Sacramento City Teachers Association (SCTA)
&
The Sacramento City Unified School District (SCUSD)

November 18, 2024

- 1. The MOU that is Triggered by the Approval of the Waiver:** As part of their reopener negotiations, the Sacramento City Unified School District (SCUSD) and the Sacramento City Teachers Association (SCTA) (collectively, the parties) agreed to resolve several outstanding matters related to make-up days and application of a potential waiver from the State of California resulting from the said make-up days. In May 2024, the state did approve SCUSD's application for the waiver thereby forgiving \$39,792,055 in penalties otherwise owed by SCUSD. That full agreement is attached as an appendix. The approval of the waiver triggers the following section in the parties' February 6, 2024 Settlement Agreement.

"In addition to the class size reduction set forth in II.A. above, the District will provide an \$8 million lump sum, which will be combined with the actual amount of the \$47 million penalty waived by the State Board of Education, to create a fund to increase certificated staffing to improve student services. Assuming the entire \$47 million penalty is waived, the resulting \$55 million fund will be used to create 92 additional certificated FTE positions beginning in the 2025-26 school year and continuing through the 2029-30 school year, after the conclusion of which year the District shall not be obligated to fund these additional positions unless mutually agreed to in writing. Should anything less than the full \$47 million penalty be waived, the resulting fund, comprising the \$8 million lump sum and the actual amount of the penalty waived by the State Board of Education, shall be used to fund new certificated FTE positions under the following formula: (total fund) / (\$120,000) / (5 years) = number of new FTE positions to be added in 2025-26 and throughout 2029-30."

- 2. Applicable Number of Additional FTEs:** According to the provisions of the MOU cited above:
 - a. The number of Full Time Equivalent (FTEs):** The number of FTEs added in 2025-26 school year and through 2029-30 school year shall be 83 FTE, as noted in Attachment A.
- 3. Allocation of the 83 FTE Positions Referenced in #2:** Using the SCUSD "Enrollment and Attendance Report, Month 1, Ending Friday, September 13, 2024" as the source document to determine the enrollment number, each elementary and K-8 school shall be allocated one (1) reading intervention teacher per school site. Any school site that has at least two hundred fifty (250) or more TK through grade 6 students combined with an unduplicated student percentage that is seventy percent (70%) or higher shall be allocated a

second reading intervention teacher. Reading intervention teachers established by this MOU will not supplant any other certificated staff assigned to any school site. The overall FTE shall not exceed the total 83 FTE noted in #2 above and will use existing facilities.

4. **Creation of a Reading Intervention Teacher Job Description:** The parties agree to meet to negotiate a new Reading Intervention Teacher job description with the final job description finalized no later than March 15, 2025. The job description will set forth the responsibilities of Reading Intervention Teachers including Tier 1 and Tier 2 reading intervention.
5. **Assignment of Reading Intervention Teachers at the Work Site:** The assignment of Reading Intervention Teachers will be reflective of the Reading Intervention Teacher job description. Accordingly, administrators may not assign Reading Intervention Teachers to assignments or duties that conflict with the Reading Intervention Teacher job description.
6. **Unfilled Reading Intervention Teacher positions:** For any Reading Intervention Teaching positions that are vacant during a school year, the District will provide the list of position and the number of unfilled FTEs. Upon request of SCTA, the parties will meet to negotiate over how the unspent dollars will be reallocated back into the SCTA bargaining unit. The unspent dollars for vacancies will be calculated on an annual basis by subtracting the actual dollars spent on staff (inclusive of benefits) filling the 83 positions from \$9,960,000 (83 x \$120,000). This will be determined based on unaudited actuals.
7. **Duration of the Reading Intervention Teacher Position Allocations:** As stated in the February 6, 2024 MOU, the positions shall begin in the 2025-26 school year and continue throughout the 2029-30 school year. Particularly in light of the parties ongoing discussion related to the design and implementation of Multi-tiered Systems of Support (MTSS), the parties may agree to extend the positions beyond the 2029-30 school year by mutual agreement.

For SCTA



Nikki Milevsky, President

11/20/24

Date

For SCUSD



Lisa Allen, Superintendent

11/20/2024

Date

NM

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

Temporary Use of Outside Contractors for Assistive Technology Specialists [also known as "AT Specialists"] Position

November 20, 2024

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 utilizing the services of outside contractors to fill vacant AT positions in the District for a limited term. The District and the SCTA hereby agrees as follows:

1. For a period of up to 120 days, starting on December 28, 2024 and through June 30, 2025, the District may utilize the services of outside contractors to fill 2.0 full-time equivalents (FTEs) in the position of AT Specialists.
2. The District's expectation is that the contracted amount will not exceed \$219,432 (*1.25 x the AT Specialist daily rate, which is the predicted ratio based on highest contract rates in the 2024-2025 school year (Step 20 Column E on Special Education Teacher salary schedule = \$731.44 x 120 days x 2 FTE)*).
3. Vendors for the contract will be selected from those listed in Appendix A. If the Vendors list in Appendix A are unable to provide the required staff, the District will meet with SCTA to discuss alternatives.
4. The District will collaborate with SCTA to revise the Training Specialist, Special Ed . Position currently held by Ted Wattenberg into a Training Specialists Assistive Technology position by December 20, 2024. The position will be revised to reflect the responsibilities and duties currently being executed by Ted Wattenberg.
5. In addition to the Training Specialist, Assistive Technology position referenced in Paragraph 4, The District and the SCTA have agreed to a new Assistive Technology Specialists position description which is attached to this agreement. The District will make every attempt to post the 2.0 FTE positions by December 20, 2024, but no later than the end of January 2025.
6. The District and the SCTA will meet at least fifteen (15) days prior to June 30, 2025, to review the AT vacancies at that time and determine whether there is a continued need to utilize the services of the outside contractors to fill those vacancies to ensure that students receive legally mandated services consistent with their Individualized Education Plans ("IEP"). If an agreement is reached to extend the term of this MOU, the District and SCTA shall memorialize such agreement in writing or through electronic communication.
7. In the event student needs, as determined by an AT assessment and/or a student's IEP team, necessitate utilizing the services of outside contractors beyond the number of outside contractors specified in Paragraph 1 above, the District and SCTA agree that the District shall notify SCTA of such need and the District and SCTA shall meet to discuss the need and

determine if there is an agreement to increase the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractor, the District and SCTA shall memorialize such agreement in writing.


8. 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.

9. This MOU is limited only to the use of outside contractors to fill vacancies in AT Specialist position for the term specified herein or any term subsequently agreed to in writing by the District and SCTA.
10. Except as provided in this MOU, the District confirms that it is not currently using and will not seek authorization from the SCUSD Board of Education to use outside contractors to fill any other vacancies related to SCTA-bargaining unit work in the Special Education Department, without the expressed written agreement of SCTA in accordance with the Hippo MD October 24, 2018 Settlement Agreement. This paragraph does not include contracts with Non-Public Schools, which provide services to District students that are not considered to be SCTA bargaining unit work.
11. This MOU shall automatically terminate on June 30, 2025, unless extended by mutual written agreement of the Parties.

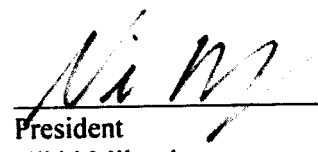
For the District:



Superintendent
Lisa Allen

Date: 12/10/24

For SCTA:



President
Nikki Milevsky

Date: 11/20/24

NM

Appendix A: Assistive Technology Services Vendor List

1. Jabbergym
2. Growing Healthy Children
3. Procare
4. SPG
5. Maxim
6. Capital Kids
7. Vocovision

NM

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)**

School Assignment Overage Compensation for School Psychologists Assuming Additional School Site Assignments during the 2024-2025

November 20, 2024

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 School Psychologists who assume additional school site responsibilities beyond the contractual maximum of two sites during the 2024-2025 school year to address staffing shortages. The District and the SCTA hereby agrees as follows:

Compensation for School Psychologists Assuming Responsibility for Additional School Sites

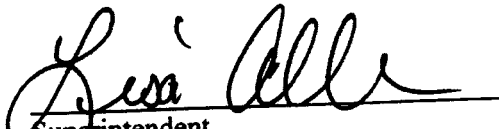
1. The District has determined that it needs to add at least four (4) additional psychologist permanent positions and one (1) additional limited-term psychologist position.
2. Due to extenuating circumstances and while the District is in the process of hiring those positions set forth in paragraph #1 above, the District needs a limited number of school psychologists to assume an additional assignment to support students at up to three (3) sites instead of the contractual limit of two (2). The District's initial determination of the eight (8) additional assignments that are needed are included in Appendix A. The parties recognize that those work sites may change.
3. The parties agree that those psychologists who provide coverage at sites beyond their regular assignment as set forth in paragraph #2 above will be expected to provide a limited scope of services only consisting of IEP participation, assessment of students and signing off on assessment plans.
4. To address current staffing shortages, a school psychologist may be offered one of the additional school assignments specified in Appendix A to provide the psychology coverage outlined.
5. The parties acknowledge that the 1:750 ratio of school psychologists to students is used to determine full-time equivalent (FTE) allocation, but does not represent a caseload limit and some psychologists may have school assignments with enrollments of fewer than 750 students while others may have more.
6. To the extent possible the District will level school assignments among School Psychologists. In assigning sites to school psychologists, the District strives to ensure an equitable distribution of students and schools.
7. Additional assignments will be offered based on seniority and with the mutual consent of the psychologist.

8. School Psychologists who have one of the additional school assignments identified in Appendix A will be compensated at the rate of \$90.00 per day to provide the additional psychology coverage.
9. In the event that the District identifies the need for additional sites in Appendix A, those additional needs will be shared with SCTA and those assignments offered.
10. For any psychologist who assumed one of the additional assignment listed in Appendix A prior to the date of this agreement shall be retroactively compensated at the rate outlined in #6 above beginning the first day after leveling of the 2024-2025 school year, September 10, 2024, or to the date they assumed the additional assignment whichever is later.
11. The District confirms that the per diems submitted by Janna Hickman for psychologist work beyond her eight (8) hour day from the beginning of the 2024-25 school year will be paid through the per diem process.

Other Terms

12. Parties will discuss staffing for the 2025-2026 school year no later than 30 days prior to the end of the 2024-2025 school year.
13. The District agrees that retroactive payments due to employees will be provided no later than 90 days of the signing of the agreement by both parties. Every attempt shall be made to ensure that on-going payments to Psychologists who assume additional school assignments that are submitted by the Timesheet for mid month payroll deadline (as defined in the payroll deadlines 2024-2025 memo (2024-2025 NO BS -38)) will be made on the 15th of the following month, but no later than the 15th of the following month.
14. This MOU shall automatically terminate on the last day of school in the 2024-25 school year, unless extended by mutual written agreement of the Parties.

For the District:

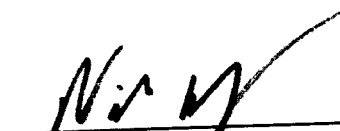


Superintendent

Lisa Allen

Date: 12/10/24

For SCTA:



President, SCTA

Nikki Milevsky

Date: 11/21/24

WY

Appendix A: Additional Psychology Assignments Needed 2024-25

School	Additional Psych's Needed to Cover the following: <ul style="list-style-type: none">● IEP Participation● Assess Students● Sign off on Assessment Plan
Rosemont	2
Alice Birney	2
GW Carver	2
Sol Aureus	1
John Morse	1

Appendix B: Non Public Agencies
(This list is not exhaustive, however the district agrees to share the names of new vendors if identified)

Appendix C: Memo 2024-2025 NO BS -38

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

**Temporary Use of Outside Contractors Related to the Occupational Therapy Position for
Occupational Therapy Services.**

August 27, 2024

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant Occupational Therapy positions, to provide individual or group services for students in the areas of sensory-motor integrative dysfunction, fine/gross motor development, self-care and daily living skills. The District and SEIU hereby agree as follows:

1. For a period of twenty weeks, 83 school days, starting on August 19, 2024, and through December 31, 2024, the District may utilize the services of outside contractors to fill a total of 19 full-time equivalent (FTEs) that are currently vacant in the Occupational Therapy position.
2. The District will continue to actively recruit the 19 vacant FTE positions and will proportionately reduce the use of contracted services as new Occupational Therapists are hired.
3. The District's expectation is that the contracted amount will not exceed \$1,703,160 (*19 agency staff @ \$135/hour x 8 hours per day x 83 work days = \$1,703,160*).
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 meet with SEIU to discuss alternatives.
5. The District and SEIU will meet by November 30, 2024, to review the Occupational Therapy vacancies at that time 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 direct occupational therapy services. If an agreement is reached to extend the term of this MOU, the District and SEIU shall memorialize such agreement in writing or through electronic communication.
6. In the event that student-direct occupational therapy necessitates utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the District and SEIU agree that the District shall notify SEIU of such need, and the District and SEIU shall meet to discuss the need and determine if there is an agreement to increase

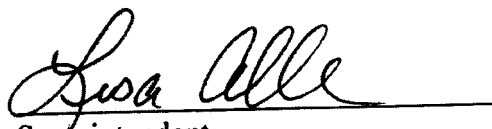
the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractors, the District and SEIU shall memorialize such agreement in writing.

7. This MOU is limited only to using outside contractors to fill vacancies, cover for Occupational therapists, and provide individual or group services for students in sensory-motor integrative dysfunction, fine/gross motor development, self-care, and daily living skills. Students' needs for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
8. This MOU shall automatically terminate on December 31, 2024, unless extended by mutual written agreement of the Parties.

Appendix A: Occupational Therapy Services Vendor List

1. Growing Healthy Seasons
2. Jabbergym
3. Capitol Kids
4. Northern California Rehabilitation
5. Northern California Children Therapy Center


For the District:



Superintendent
Lisa Allen

Date: 9/4/24

For SEIU:



President
Karla Faucett

Date: 9/3/2024

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

Temporary Use of Outside Contractors related to Instructional Aide, Special Education positions who assist the classroom teacher in providing or reinforcing instruction in an assigned special education program.

August 27, 2024

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


1. For a period of twenty weeks (134) of school days, starting on August 19, 2024, and ending on December 31, 2024, the District may utilize the services of outside contractors to fill a total of 178 vacancies consisting of 124.5 full-time equivalents (FTEs) in the position of Instructional Aide, Special Education.
2. The District will continue to actively recruit the 178 vacant positions and will proportionately reduce the use of contracted services as Instructional Aides, Special Education are hired.
3. The District's expectation is that the contracted amount will not exceed \$6,238,072.50 (this amount calculated below)
 - 20 agency staff @ \$75/hour x 3 hours per day x 83 work days = \$373,500.00
 - 1 agency staff @ \$75/hour x 2.5 hours per day x 83 work days = \$15,562.50
 - 1 agency staff @ \$75/hour x 3.6 hours per day x 83 work days = \$22,410.00
 - 156 agency staff @ \$75/hour x 6 hours per day x 83 work days = \$5,826,600
4. Vendors for the contract will be selected from those listed in Appendix A listed below. If the Vendors list in Appendix A are unable to provide the required staff, the District will meet with SEIU to discuss alternatives.
5. The District and SEIU will meet by November 30, 2024, to review the Instructional Aide, Special Education vacancies at that time and determine whether there is a continued need to utilize the services of outside contractors to fill those vacancies and ensure that all Special Education classroom teachers are provided with an instructional aide to reinforce instruction in their assigned special education program. If an agreement is reached to extend the term of this MOU, the District and SEIU shall memorialize such agreement in writing or through electronic communication.

6. In the event that the needs for Instructional Aides, Special Education necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the District and SEIU agree that the District shall notify SEIU of such need, and the District and SEIU shall meet to discuss the need and determine if there is an agreement to increase the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractors, the District and SEIU shall memorialize such agreement in writing.
7. This MOU is limited to using outside contractors to fill vacancies and ensure that all Special Education classroom teachers are provided with an instructional aide to reinforce instruction in their assigned special education programs for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
8. This MOU shall automatically terminate on December 31, 2024, unless extended by mutual written agreement of the Parties.

Appendix A: Instructional Aide - Special Education Vendor List

1. Learning Solutions
2. New Directions/ProCare


For the District:



Superintendent
Lisa Allen

Date: 9/6/24

For SEIU:



President
Karla Faucett

Date: 9/5/2024

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

**Temporary Use of Outside Contractors related to IEP Designated Instructional
Paraprofessional, Special Education positions who provide 1 to 1 services to students
identified through the IEP process in an assigned special education program.**

November 6, 2024

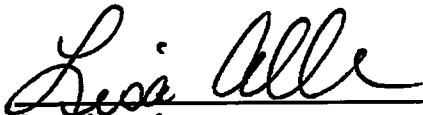
This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Service Employees International Union Local 1021 (“SEIU”), collectively “the Parties,” regarding utilizing the services of outside contractors to fill vacant IEP Designated Instructional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

1. The District affirms that in accordance with Article 24 of the Collective Bargaining agreement that during the life of this agreement, any bargaining unit work that has been consistently and routinely performed by member(s) of the bargaining unit that are contracted out will not result in the loss of an employee’s existing job or hours.
2. The District currently identifies 379 students with IEPs that require a IEP DIPS to provide 1:1 services. The District currently has allocated:
 - a. 379 IEP Designated Instructional Paraprofessional, Special Education positions (IEP DIPS) , consisting of:
 - i. 18 IEP DIPS positions equaling 13.75 FTE that are currently filled, and
 - ii. 361 vacant IEP DIPS positions at 6 hours a day (.75 FTE) equaling 270.75 vacant FTE
2. For a period of 188 school days, starting on August 19, 2024, and ending on June 12, 2024, the District may utilize the services of outside contractors to fill a total of 361 vacant IEP DIPS positions consisting of 270.75 FTEs.
3. The District will continue to actively recruit the 361 vacant positions and will proportionately reduce the use of contracted services as IEP DIPS are hired.
4. The District’s expectation is that the contracted amount will not exceed \$24,432,480. This amount is calculated as follows:
 - a. *Agency IEP DIPS @ \$60/hour x 6 hours per day x 188 work days = \$24,432,480*
5. Vendors for the contract will be selected from those listed in Appendix A listed below. If the Vendors list in Appendix A are unable to provide the required staff, the District will share the updated list with SEIU. If the District is unable to provide the needed services

from the list of Agencies identified in Appendix A, the District will share an updated list with SEIU.

6. The District will share updated IEP DIP vacancies and the number of agency staff being utilized to fill those vacancies by December 20, 2024.
7. In the event that the needs for IEP DIPS necessitate utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the District and SEIU agree that the District shall notify SEIU of such need, and the District and SEIU shall meet to discuss the need and determine if there is an agreement to increase the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractors, the District and SEIU shall memorialize such agreement in writing.
8. This MOU shall automatically terminate on June 12, 2025, unless extended by mutual written agreement of the Parties.
9. This MOU is non-precedential and does not establish a past practice.

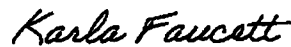
For the District:



Superintendent
Lisa Allen

Date: 11/14/24

For SEIU:



President
Karla Faucett

Date: November 13, 2024

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 and special Education positions who assist the classroom teacher in providing and reinforcing instruction in the special education program.

November 25, 2024

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:

1. For a period of 104 school days, starting on January 6, 2024, and through June 12, 2025, the District may utilize the services of outside contractors to fill 123.1 vacant FTE in the position of Instructional Aide, Special Education IA, SpEd,.
 - Currently the District has:
 - 374.54 total FTE allocated in the position of IA, SpEd ,Education
 - 251.44 FTE are currently filled, and
 - 123.1 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 \$5,761,080. This total is calculated from the following: *(123.1 FTE agency staff @ \$75/hour x 6 hours per day x 104 workdays) = \$5,761,080*.
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 Parties agree to meet to discuss alternatives.
5. The Parties agree to meet by April 30, 2025, 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 12, 2025, unless extended by mutual written agreement of the Parties.

Appendix A: Instructional Aide - Special Education Vendor List

1. Learning Solutions
2. New Directions/ProCare

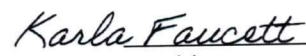
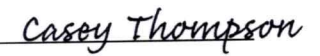
For the District:



Superintendent
Lisa Allen

Date: 12.13.24

For SEIU:

President
Karla Faucett

Date: 12/3/24

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

**Temporary Use of Outside Contractors Related to the Occupational Therapy Position for
Occupational Therapy Services.**

August 27, 2024

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Service Employees International Union ("SEIU"), collectively "the Parties," regarding utilizing the services of outside contractors to fill vacant Occupational Therapy positions, to provide individual or group services for students in the areas of sensory-motor integrative dysfunction, fine/gross motor development, self-care and daily living skills. The District and SEIU hereby agree as follows:

1. For a period of twenty weeks, 83 school days, starting on August 19, 2024, and through December 31, 2024, the District may utilize the services of outside contractors to fill a total of 19 full-time equivalent (FTEs) that are currently vacant in the Occupational Therapy position.
2. The District will continue to actively recruit the 19 vacant FTE positions and will proportionately reduce the use of contracted services as new Occupational Therapists are hired.
3. The District's expectation is that the contracted amount will not exceed \$1,703,160 (*19 agency staff @ \$135/hour x 8 hours per day x 83 work days = \$1,703,160*).
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 meet with SEIU to discuss alternatives.
5. The District and SEIU will meet by November 30, 2024, to review the Occupational Therapy vacancies at that time 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 direct occupational therapy services. If an agreement is reached to extend the term of this MOU, the District and SEIU shall memorialize such agreement in writing or through electronic communication.
6. In the event that student-direct occupational therapy necessitates utilizing the services of outside contractors beyond the number specified in Paragraph 1 above, the District and SEIU agree that the District shall notify SEIU of such need, and the District and SEIU shall meet to discuss the need and determine if there is an agreement to increase

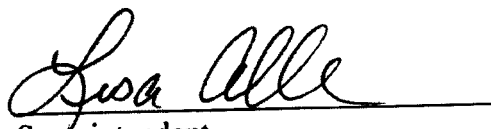
the use of outside contractors to meet this increased need. If an agreement is reached to increase the use of the outside contractors, the District and SEIU shall memorialize such agreement in writing.

7. This MOU is limited only to using outside contractors to fill vacancies, cover for Occupational therapists, and provide individual or group services for students in sensory-motor integrative dysfunction, fine/gross motor development, self-care, and daily living skills. Students' needs for the term specified herein or any term subsequently agreed to in writing by the District and SEIU.
8. This MOU shall automatically terminate on December 31, 2024, unless extended by mutual written agreement of the Parties.

Appendix A: Occupational Therapy Services Vendor List

1. Growing Healthy Seasons
2. Jabbergym
3. Capitol Kids
4. Northern California Rehabilitation
5. Northern California Children Therapy Center


For the District:



Superintendent
Lisa Allen

Date: 9/4/24

For SEIU:



President
Karla Faucett

Date: 9/3/2024