

**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

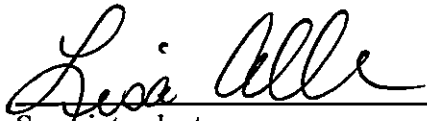
This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Service Employees International Union Local 1021 (“SEIU”), collectively “the Parties,” regarding utilizing the services of outside contractors to fill vacant IEP Designated Instructional 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.

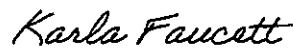
For the District:



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