

**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