



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1k

**Meeting Date:** January 16, 2025

**Subject:** Approve Labor Partners Agreement

- 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 Labors Partner Agreement.

**Background/Rationale:** The District has an immediate need to ensure there is no disruption to services provided to students. The District has worked with the Service Employees International Union (SEIU) to allow for outside contractors to provide the services noted within the attached MOU in order to meet the needs of students.

**Financial Considerations:** The District will continue to work to recruit and retain employees in the areas of need identified in the MOU. As staff are hired and begin providing services, as noted in their job descriptions, then the need for outside contractors will reduce.

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

**Documents Attached:** Labor Partners Agreement

1. SEIU, Local 1021

**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 (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: 12.9.24

**For SEIU:**

  
\_\_\_\_\_  
President  
Karla Faucett

Date: 12/3/24