

**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