

MEMORANDUM OF UNDERSTANDING

between the

Tustin Unified School District

and the

California School Employees Association and its Tustin Chapter #450

This Memorandum of Understanding (hereinafter, "MOU") is entered into on December 13, 2022 by and between the Tustin Unified School District (hereinafter, "District") and the California School Employees Association and its Chapter #450 (hereinafter, "CSEA") (collectively "the parties") regarding District's participation in the Classified School Employees Summer Assistance Program, which is described in Education Code Section 45500.

The parties agree as follows:

1. The District agrees to participate in the Classified School Employee Summer Assistance Program ("Program") for the 2023-2024 school year.
 2. By January 1, 2023, the District shall provide notice to all unit members of its participation in the Program for the 2023-2024 school year.
 3. Administration of the Program shall be in accordance with Education Code Section 45500.
 4. Eligibility— In order to participate in the Program a unit member must meet the eligibility criteria published on the California Department of Education (CDE) website, which includes:
 - a. Working 11 months or fewer out of a 12 month period; and
 - b. Have been employed for at least one year at the time the unit member elects to participate in the Program;
- A unit member may not participate in the Program if his/her regular annual pay from the District is more than \$62,400 for an entire school year at the time of enrollment. "Regular annual pay" does not include any pay that the unit member received during the summer recess period of the previous fiscal year.
5. A unit member who wishes to participate in the Program for the 2023-2024 school year must notify the District by March 1, 2023 using a form developed by the CDE.


6. A unit member may elect to have no more than 10% of his/her monthly pay withheld during the school year, and (2) the withheld amounts paid out in one or two payments;
7. By April 1, 2023, the District shall notify CDE that it has elected to participate in the Program using a form developed by the CDE and shall specify (1) the number of classified employees in the District who are participating; and (2) the total estimated amount to be withheld from all classified employee paychecks for the 2023-2024 school year.
8. By June 1, 2023, the District shall notify the participating unit members as to the estimated amount of state matching funds that each unit member may expect to receive.
9. After receiving the notification, and no later than 30 days after the start of the 2023-2024 school year, a unit member may withdraw his/her election to participate in the Program, or reduce the amount to be withheld from his/her paycheck.
10. The District shall deposit the amounts withheld from participating unit members' monthly paychecks according to each unit member's chosen withholding amount in an account within its general fund known as the "Classified School Employee Summer Assistance Program Fund."
11. A unit member who separates from employment during the 2023-2024 school year may request any pay withheld from his/her paycheck pursuant to the Program be returned on the next available payroll; however, the unit member is not entitled to receive any state matching funds.
12. A unit member may notify the District in writing with a copy to CSEA that he/she has experienced an economic or personal hardship during the 2023-2024 school year and request any pay withheld from his/her paycheck pursuant to the Program be returned on the next available payroll; however, the unit member is not entitled to receive any state matching funds. A unit member who withdraws from the Program cannot reenter the Program.
13. On or before July 31, 2024, the District shall request payment from CDE on a form developed by the CDE for the state matching funds apportioned to the District based on the funds deposited in the Classified School Employee Summer Assistance Program Fund.

14. A participating unit member may select to receive one or two payments from the Classified School Employee Summer Assistance Program Fund. If a unit member selects two payments, the District shall pay a participating unit member the amount withheld in accordance with the unit member's choices on the July 2024 payroll. The District shall pay the amount apportioned by the CDE that is attributable to the amount withheld from that unit member's paychecks during the school year on the first payroll following receipt of state matching funds. If a unit member selects one payment, the payment will be made on the first payroll following receipt of state matching funds.

15. This MOU shall remain in effect for the duration of time it takes for the Program as described herein to be administered. In the event that the State appropriates funds to continue this Program for 2024-2025 and/or subsequent fiscal years, renewed participation in the Program shall be subject to a separate agreement/MOU.

16. This MOU is not subject to the Grievance Procedure (Article 12) of the CBA between the District and CSEA.


Signed this 13th day of December, 2022.



Luis Guerrero, CSEA President #450

12/13/22


Date



Levi Lamoreaux, CSEA Labor Representative

12/13/2022

Date



Maurita De La Torre, TUSD Chief Personnel Officer

12/13/22

Date