

Memorandum of Understanding
Between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT ("District")
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER
#528 ("CSEA")

December 7, 2021

The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and piloting the Classified School Employee Summer Assistance Program (CSESAP) for the 2022-2023 school year.

Classified School Employees Summer Assistance Program

1. The Employer agrees to participate in the "Classified School Employees Summer Assistance Program," and extend this salary benefit option to the bargaining unit.
2. This agreement is dependent on the state budget funding the CSESAP program for the 2022-2023 fiscal year.
3. Prior to January 1, 2022, the Employer shall provide notice to all bargaining unit members which shall include the following:
 - a. A description of the Classified School Employees Summer Assistance Program;
 - b. Details about eligibility for the program, including:
 - i. The bargaining unit member must have been employed with the Local Education Authority (LEA) for at least one (1) year at the time the bargaining unit member elects to participate;
 - ii. the bargaining unit member is employed by the LEA in their regular assignment 11 months or less out of a 12-month period (excluding any hours worked outside of their regular assignment); and
 - iii. the regular annual pay that the bargaining unit member receives directly from the district is \$62,400.00 or less for an entire school year at the time of enrollment. (For the purposes of determining regular annual pay, exclude any pay received by the bargaining unit member during the previous summer recess period. Pay earned by a bargaining unit member with limited employment during the months of June, July or August that is not for the summer session shall not be excluded.)
 - c. All timelines for the program are as follows:
 - i. By January 1, 2022, the LEA must notify the bargaining unit members the LEA has elected to participate in the program for the next school year.

- ii. By March 1, 2022, any bargaining unit member who wishes to participate, must notify the LEA, using a form developed by the CDE, that the bargaining unit member wishes to participate in the program for the 2022-2023 school year. The bargaining unit member may elect to have up to 10% of their monthly pay withheld during the school year. The bargaining unit member must specify:
 1. the amount to be withheld from the monthly paychecks, and;
 2. whether they wish to have the withheld amounts paid out during the summer recess period in one or two payments.
- iii. By April 1, 2022, the LEA must notify the CDE that it has elected to participate in the program, using a form developed by the CDE. The LEA must specify (1) the number of bargaining unit members who are participating, and (2) the total estimated amount to be withheld from the bargaining unit member paychecks for the 2022-2023 school year.
- iv. By May 1, 2022, the CDE must notify participating LEAs in writing of the estimated amount of state match funding that a participating bargaining unit member can expect to receive. If the \$60,000,000 funding is insufficient to provide one dollar for each one dollar that has been withheld from the bargaining unit members' paychecks, the CDE must notify the LEAs of the expected prorated amount of state match funds that each classified bargaining unit member could expect to receive.
- v. By June 1, 2022, the LEAs must notify the participating bargaining unit members as to the estimated amount of state match funds the bargaining unit member could expect to receive.
- vi. After receiving the notification, and no later than 30 days after the start of the school year, the bargaining unit member may (1) withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their paycheck.
- vii. The LEA must then deposit the amounts withheld from participating bargaining unit members' monthly paychecks according to each bargaining unit member's choices, in an account within its general fund known as the Classified School Employee Summer Assistance Program Fund, during the 2022-2023 school year.
- viii. If a bargaining unit member separates from employment during the 2022-2023 school year, the bargaining unit member may request any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds.

- ix. On or before July 31, 2023, the participating LEAs must request payment from the CDE, on a form developed by the CDE, for the amount of the bargaining unit member's pay that has been deposited in the Program Fund.
 - d. Provide all forms developed and promulgated by the CDE to bargaining unit members. The Employer shall distribute CDE complete forms within 5-days of receipt or learning of the forms publication, unless the forms are received/published within 5-days of a bargaining unit member cut-off date, in which instance the forms shall be sent electronically on the same day it is received/published and mailed via next day service.
 - e. Bargaining unit members shall be made aware the money will likely not be paid until after August 31, 2023, after summer recess.
4. No participant in the Classified School Employees Summer Assistance Program is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.
 5. A bargaining unit member may withdraw from participation in the program more than 30-days after the start of the 2022-2023 school year, and any funds contributed will be returned to the employee. The employee will not be able to participate in the CSESAP program for the remainder of the 2022-2023 program year.

This agreement shall expire on July 1, 2023, but may be extended by mutual written agreement.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION:


By:  Date: 12/7/21

President CSEA Chapter #528

By: Dominic Gualco Date: 12/7/2021

CSEA Labor Relations Representative

FOSLOM-CORDOVA UNIFIED SCHOOL DISTRICT:

By:  Date: 12-7-21

Associate Superintendent