

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS DAVIS CHAPTER NO. 572 (“CSEA”)
AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”)
REGARDING THE CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE
PROGRAM (“CSESAP”) FOR 2024-2025**

The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2024-2025. This MOU will sunset upon the payment of all CSESAP benefits for the 2024-2025 program cycle.

Classified School Employees Summer Assistance Program

1. The District agrees to participate in the CSESAP and extend this salary benefit option to the bargaining unit.
2. Prior to January 1, 2024, the District shall provide notice to all bargaining unit members which shall include the following:
 - a. A description of the Classified School Employee Summer Assistance Program;
 - b. Details about eligibility for the program, including:
 - i. The bargaining unit member must have been employed with the LEA for at least one 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 for 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 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, 2024, the LEA must notify the bargaining unit members that the LEA has elected to participate in the program for the next school year.
 - ii. By March 1, 2024, any bargaining unit member who wishes to participate, must notify the LEA, using a form developed by the California Department of Education (“CDE”), that the bargaining unit member

wishes to participate in the program for the 2024-2025 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, 2024, 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 2024-2025 school year.
- iv. By May 1, 2024, the CDE will 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, 2024, 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 2024-2025 school year.
- viii. If any bargaining unit member separates from employment during the 2024-2025 school year, the bargaining unit member shall receive 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. A bargaining unit member who experiences a personal or financial hardship during the 2024-2025 school year may elect to end participation in the CSESAP and request to be paid out any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds. The District shall endeavor to issue payment of any withheld funds no later than the

following warrant cycle after the bargaining unit member has made a written hardship request.

- x. On or before July 31, 2025, the participating LEAs must request payment from the CDE, on a form developed by the CDE, for the amount of the bargaining unit member pay that has been deposited in the Program Fund.
 - d. Provide all forms developed and promulgated by the CDE to bargaining unit members in a timely manner and without undue delay.
 - e. Bargaining unit members shall be made aware the money will likely not be paid until after August 31, 2025, *after* summer recess.
3. 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. An employee will remain eligible for the CSESAP as long as the employee's work during the summer session is not part of the classified employee's regular assignment that is required to be for 11 months or less out of a 12-month period.
4. A bargaining unit member may withdraw from *further* participation in the program more than 30-days after the start of the 2024-2025 school year and leave withheld amounts in the program. In such instances, the LEA agrees to report this contribution to the CDE as if contributions had been made for the duration of the program at a reduced percentage.

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Sande Royval 12/14/2023
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Sande Royval Date
CSEA #572 President

DocuSigned by:
Laura Juanitas 12/14/2023
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Laura Juanitas Date
Associate Superintendent

DocuSigned by:
Moe Kang 12/14/2023
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Moe Kang Date
Labor Relations Representative