

California School Employees Association

8217 Auburn Boulevard Citrus Heights, CA 95610

(916) 725-1188 (800) 582-7314

www.csea.com

Adam Weinberger Association President

Keith Pace Executive Director

Member of the AFL-CIO

The nation's largest independent classified employee association

AEU

December 10, 2024

Sent Via Electronic Mail Only

rcorn@fcusd.org

Robert Corn Chapter President #528

RE: Memorandum of Understanding (MOU) – MOU CSESAP Participation 2025-2026

Dear President Corn:

I have received the Memorandum of Understanding (MOU) regarding the MOU CSESAP Participation 2025-2026 between the Folsom-Cordova Unified School District and California School Employees Association and its American River Chapter #528.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or Policy.

Ratification for this MOU is **not** required.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in these negotiations. Your involvement and dedication are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Mauricio Vides Filed Director

Cc: Tiffany Nelson-Pelkey, Regional Representative #72 Ron Walker; Area A Director Joel Rogers, Labor Relations Representative Chapter #528 Contract File

MEMORANDUM OF UNDERSTANDING #6

between

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

and

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)

Classified School Employee Summer Assistance Program Comprehensive & Transportation Units November 20, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter No. 528 (CSEA). Collectively, the District and CSEA will be referred to as "the Parties."

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 2025-2026. For the 2023-2024 school year, CSEA participants entered an additional \$662,000 as a result of this program paid by CSESAP program.

- 1. The Employer agrees to participate in the CSESAP and extend this salary benefit option to the bargaining unit.
- 2. By no later than January 1, 2025 the Employer 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 FCUSD ("District") for at least one year at the time the bargaining unit member elects to participate;
 - ii. the bargaining unit member is employed by the District in their regular assignment for 11 months or fewer out of a 12-month period, excluding any hours worked outside of their regular assignment (a "month" means 20 days or four weeks of 5 days each, including legal holidays); and,
 - iii. the regular annual pay the bargaining unit member receives directly from the District in their regular work assignment 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.)
 - c. All timelines for the program as follows:
 - i. By January 1, 2025 the District must notify the bargaining unit members that the

- District has elected to participate in the program for the next school year.
- ii. By March 1, 2025 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 2025-2026 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, 2025 the District must notify the CDE that it has elected to participate in the program, using a form developed by the CDE. The District 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 2025-2026 school year.
- iv. By May 1, 2025 the CDE will notify participating Districts in writing of the estimated amount of state match funding that a participating bargaining unit member can expect to receive. If the funding and any available funding from prior fiscal years 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 Districts of the expected prorated amount of state match funds that each classified bargaining unit member could expect to receive.
- v. By June 1, 2025 the Districts 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 District 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 2025-2026 school year.
- viii. If any bargaining unit member separates from employment during the 2025-2026 school year, the bargaining unit member is entitled to any pay withheld from their paycheck pursuant to this program; however, a bargaining unit member who upon separation from employment requests the withheld amount be returned is not entitled to receive any state match funds.
- ix. A bargaining unit member who experiences a personal or financial hardship during the 2025-2026 school year may elect to end participation in the CSESAP and

request to be immediately 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. Payment of any withheld funds shall occur no later than the next pay warrant cycle after the bargaining unit member has made a hardship request.

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- On or before July 31, 2025 the participating Districts 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. Bargaining unit members shall be notified the money withheld together with the state match will be paid during summer recess.
- 3. A bargaining unit member who withdraws from further participation in the program after the start of the 2025-2026 school year will be refunded any contributions made and will not be entitled to matching funds.

The estimated cost to the District of statutory benefits earn as a result of the CSESAP for the 2025-26 school year will be \$61,151.73. This estimate is based on 2023-2024 school year actuals.

FOR THE FOLSOM CORDOVA	FOR THE CALIFORNIA SCHOOL EMPLOYEES
By:	ASSOCIATION, CHAPTER No. 528 By: Male Land Land Land Land Land Land Land Land
Donald Ogden, Ed.D.,	Rob Corn,
Associate Superintendent, HR	President, Chapter 528
Date: 12 - 6 - 2024	By: Joel Rogers, Labor Relations Representative, Chapter 528
	Date:
Board Approved:	CSEA Ratified: