

Memorandum of Understanding

Between the San Diego Unified School District
And the
California School Employees Association and its
Office-Technical Business Services Bargaining Unit, Chapter 788 (OTBS)

Regarding the Classified School Employees Summer Assistance Program


December 8, 2021


San Diego Unified School District (District) and the California School Employees Association (CSEA) on behalf of its Office Technical Business Services, Chapter 788 (OTBS) bargaining unit, have discussed and reached agreement on the following California Education Code, Section 45500 specifically as it relates to amended language regarding the Classified School Employees Summer Assistance Program.

1. Prior to January 1, 2022, as notification to all bargaining unit members, the District shall post to the District's webpage a notification of the District's intent to participate in the program for the 2022-2023 fiscal year. The webpage will include the following details:
 - a. Employee eligibility requirements
 - b. Date by which the employee must provide the participation form
 - c. When CDE releases the participation form, the District will update the webpage to include a direct link to the form.
2. Employees must meet all of the following criteria to be eligible to participate in this program:
 - a. Employee must have been employed by the District for at least one (1) year at the time the employee elects to participate;
 - b. Employee must be assigned to a 10- or 11-month work year during fiscal year 2022-23; and
 - c. The regular annual salary the classified employee receives directly from the District is \$62,400 or less for an entire school year, at the time of enrollment. For purposes of determining regular annual salary, the District shall exclude any pay received by the classified employee during the summer recess period of the previous year.
3. All eligible classified employees who wish to participate must notify the District by using the California Department of Education (CDE) prescribed form and submit it to the District's Payroll Department by March 1, 2022.
 - a. The employee must specify the amount to withhold from his/her monthly salary. The amount withheld shall not exceed ten percent (10%) of the employee's monthly salary. The amount withheld will be deducted from an employee's pay every month between September 2022 and June 2023.
 - b. The employee must specify whether the amount withheld shall be paid out in one (1) or two (2) payments during the summer recess period.


4. The District shall notify the CDE no later than April 1, 2022, of its election to participate in the program which will include the number of classified employees who are participating and the total estimated amount to be withheld from the employee paychecks in 2022-2023.
5. No later than June 1, 2022, the District shall notify the participating employees of the *estimated* amount of state match funds that the employee could expect to receive. Upon receipt of this notification and no later than thirty (30) calendar days after the start of the 2022-2023 school year, the participating classified employee may choose to:
 - a. Withdraw his/her election to participate in the program; or
 - b. Reduce the amount to be withheld from his/her paycheck.
6. The amount an employee receives in state matched funds will be based on the actual amount received from the CDE.
7. Should an employee separate from the District during the 2022-2023 school year, or experience economic or personal hardship, the employee may request, any pay withheld from his/her paycheck; however, the employee will not be entitled to receive any state match funds.
8. Employees that opt for one payment during the summer recess shall receive the withheld funds plus the match funds no later than August 31, 2023.
9. Employees that opt for two (2) payments during the summer recess shall receive the employee's withheld funds no later than July 31, 2023 and shall receive the match funds no later than August 31, 2023.
10. Eligible, participating employees shall not be barred from applying for, and if selected, working a summer school assignment during the 2023 summer recess months when the funds will be disbursed to the employee(s).
11. The Parties agree that this Agreement is non-grievable.
12. The Parties agree that this Agreement shall remain in place through September 30, 2023. Should the state continue to provide this program for the 2023-2024 year and in future years, each year CSEA may request to meet with the District to discuss the District's decision to continue or discontinue participation.


For the District:

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 December 14, 2021
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 Director, Labor Relations

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 Chief Human Resources Officer

For OTBS:

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 President

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 December 9, 2021
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 CSEA Labor Relations Representative