

MEMORANDUM OF UNDERSTANDING
Between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #528

(Update to CBA Article - Lateral Transfer)

Agreement has been reached to modify Article 9 to the Collective Bargaining Agreement as follows:

9.1.4. Lateral Transfer

9.1.4.1. When an employee serving in the class in which the vacancy exists applies within the posting period for transfer to a position, she/he shall be granted lateral transfer rights providing;

9.1.4.1.1. The employee's last evaluation is satisfactory and contains no marks indicating "Not Satisfactory" or "Requires Improvement."

9.1.4.1.2. The employee has not received a written letter of reprimand in the last twelve (12) months.

9.1.4.2. If an employee received an evaluation with a "Not Satisfactory" or "Requires Improvement" indicated, she/he has the right, if requested, to a new evaluation within one year.

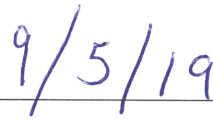
9.1.4.3. Other than for determination of position scheduling compatibility, hours per day and months per year are not a consideration for eligibility.

9.1.4.4. When two or more employees have lateral transfer rights to a position as defined in 9.1.4.1, all employees with lateral transfer rights per 9.1.4.1 shall receive an interview. The district shall select one of the employees with lateral transfer rights as defined in 9.1.4.1 for the position. Seniority shall be given consideration, second to ability and job knowledge. If more than seven (7) candidates with lateral transfer rights as defined in 9.1.4.1 apply for a position, the administration may limit the candidate field to seven (7) based on a review of the applicants.

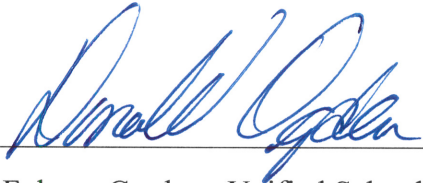
This shall fully and finally resolve all bargaining obligations related to successor bargaining/reopeners.



For CSEA, Chapter 528



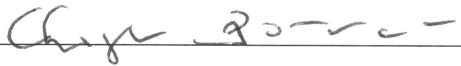
Date



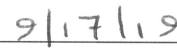
For Folsom Cordova Unified School District



Date



CSEA Labor Representative



Date