

MEMORANDUM OF UNDERSTANDING #36
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER
CHAPTER No. 528 (CSEA)
(Transportation Unit)

Transportation Definitions
May 21, 2025

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 purpose of this MOU is to define off and on duty time for "overnight" trips; in addition to, providing clear guidance for Transportation, Administration, Dispatcher, Bus Drivers, Human Resources and Payroll in regard to driver limits and identifying the associated costs when driver limits are exceeded.

Definitions:

"Driving time" is defined as all time spent at the driving controls of a school motor vehicle in operation.

"On-duty time" is defined as all time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work.

"Off-duty time" is defined as any time that is not compensable (i.e., personal, vacation, sick leave, layovers, idle hours, and any other time where the driver is released from duty) is off-duty time. All drivers are released of all responsibility once they reach the destination location such as the event of the hotel accommodation. The driver is allowed to leave the bus or use the bus to travel to the closest single reasonable location, within reasonable mileage limits necessary, to use layover time as he or she sees fit. "Reasonable location" depends upon the circumstances in each case but will be evaluated using the bus GPS system and the location of other reasonable opportunities in the area. Unreasonable use of the bus is not authorized and may result in disciplinary action. Drivers may remain on the bus or attend an activity or event at their convenience. The entire time between the arrival and return to duty time at the departure location is non-compensable and off-duty time.

"Overnight Trip" is defined as a shift of maximum driving time of no more than ten (10) hours and following eight (8) consecutive hours off-duty as defined in the off-duty time section.

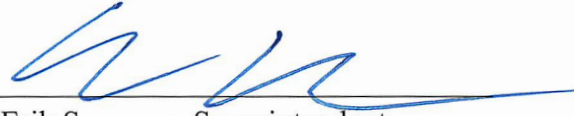
"On-call Time" (Engaged to wait) Drivers are on-duty time whenever an activity advisor requires the driver to stay at an event or other location in order to remain available for work on short notice, such that the driver cannot use the time for his or her own pursuit. All on-call time must be verified by the activity advisor. The activity advisor must sign a voucher defining the terms of the request and the restrictions placed on the driver such as beginning and end time, and the specific reasons for the required "on-call" duty. The voucher must identify the school or other activity funds necessary to pay the driver wages for the on-call time.

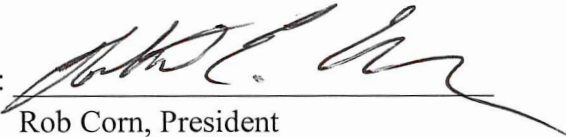
"Maximum Drive Time" is defined as having been on duty ten (10) hours a day or sixty (60) hours in any 7 consecutive days.

There are no costs associated with implementing this MOU. Absent mutual agreement, this MOU will sunset on June 30, 2026.

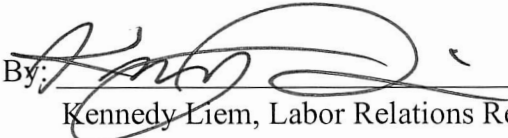
FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CH. 528

By: 
Erik Swanson, Superintendent

By: 
Rob Corn, President

Date: 7/7/2025

By: 
Kennedy Liem, Labor Relations Representative

Date: 7/7/2025

Board Approved: 09/18/2025

CSEA Ratified: 08/27/2025