

TENTATIVE AGREEMENT
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN
RIVER CHAPTER No. 528
2025/2026 School Year

The Folsom Cordova Unified School District (“FCUSD”) and the California School Employees Association and its American River Chapter No. 528 (“CSEA”) are parties to a collective bargaining agreement (“CBA”) which expires on June 30, 2026.

A. COMPENSATION

Each cell of all salary schedules shall be *increased by 2.0%* ongoing, effective July 1, 2025.

B. HEALTH BENEFITS

For the 2025-2026 School Year Only:

1. There shall be a one-time payment split into two (2) installments for Health Benefits for the 2025/2026 school year.
2. The payment will be half (50%) of the difference between the Western Health Advantage Non-Stop Plan and the FCUSD Medical cap.
3. The one-time payment will not be prorated based upon FTE.
4. The payment will be based on the plan tier (single, plus one, family).
 - a. For the 2025/2026 plan year, to ensure parity with FCEA’s single-party cap rate of \$8,100, the District shall provide a one-time payment to CSEA unit members with single coverage equal to fifty percent (50%) of the annual payout **plus an additional \$90**. This adjustment reflects the \$180 annual difference between the agreed cap of \$7,920 and CSEA’s maintained cap of \$8,100, thereby equalizing the total value of benefits across all bargaining groups.
5. To qualify for an installment, the employee must be actively enrolled in an FCUSD medical plan on October 1st for the first installment and/or February 1st for the second installment.
6. An employee who is not actively enrolled during one of the required dates will not receive an installment.

7. Each installment is subject to all State and Federal taxes and applicable retirement deductions, to be included with end of month pay.

C. CLOSURE OF NEGOTIATIONS

This closes all bargaining for the 2025/2026 school year except for:

1. Article 8 – which will continue based upon proposals passed in the 2024/2025 school year (see Attachment 1 for last District passed proposal).
2. Classification and compensation studies for the Clerical and Instructional Assistant series.
3. Range determination for Lead Campus Monitor and Campus Monitor.
4. Work Calendar for Administrative Assistants.

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By:  _____

Date: 9/17/25

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION and its
American River Chapter #528

By:  _____

Date: 9-17-2025

By:  _____

Date: 09/17/2025

Board Approved: 10/02/2025

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ARTICLE 8 – LAYOFF AND RE-EMPLOYMENT

8.1. Layoff

8.1.1. A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of ~~funds work and/or lack of work funds.~~

8.1.2. A permanent employee shall not be laid off if a short-term employee is retained to render a service that the permanent employee is qualified to render. This subdivision does not create a layoff notice requirement for any individual hired as a short-term employee.

Commented [1]: FCUSD Proposal. CSEA accepts.
Commented [2R1]: FCUSD Agrees - 10.23.2024

8.2. Sub-Classifications

8.2.1. Positions within a classification shall be split into sub-classifications based upon days worked per year. Employees shall be laid off and rehired within sub-classifications where present.

8.2.2. Throughout this Article, classification shall mean sub-classification when sub-classifications exist within a classification.

Commented [3]: FCUSD Proposal. CSEA would like to see written practical examples of how this would work. May tentatively accept.

Commented [4R3]: FCUSD Agrees - 10.23.24

Commented [5R3]: CSEA to get back on sub classifications.

8.3.2. Order of Layoff

8.3.2.1. Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification. ~~Employees who separate voluntarily terminate their employment with the District shall establish a new date of hire when re-employed with the District.~~

8.3.2.2. Classified employees shall be laid off in inverse order of seniority in the job classification in which the layoff occurs. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first. In determining seniority, time spent on unpaid leave or time worked as substitute or extra help shall not be counted.

Commented [6]: FCUSD Proposal to strike. CSEA to counter with keeping.

Commented [7R6]: FCUSD Strike through - 11.18.24

Commented [8R6]: As described in Article 9.6.1.

Commented [9]: FCUSD Proposal. CSEA Accepts.

Commented [10R9]: FCUSD Agrees - 10.23.24

8.3.2.3. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by drawing lots. The Chapter President or designee shall be offered an opportunity to observe the drawing. ~~The notice to the Chapter President or designee shall be given three days prior to drawing lots.~~

Commented [11]: FCUSD Proposal, CSEA accepts.

Commented [12R11]: FCUSD Agrees - 10.23.24

8.4.3. Notice of Layoff

8.4.3.1. ~~When a layoff of classified employees is anticipated by the administration and at least fifteen (15) business days forty eight (48) hours before the applicable notice deadline as defined by law, any Board action is taken on layoff of~~

Commented [13]: FCUSD Proposal. CSEA accepts.

Commented [14]: CSEA proposal.

Commented [15R14]: FCUSD proposal: Strike "notice to the" / CSEA agrees.

Commented [16]: FCUSD Disagrees - 11.18.24 ("No 3-day requirement)

Commented [17]: FCUSD counter: March 16 date

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~~classified employees, the District shall notify CSEA in writing of the proposed action. This notification will include The District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, no less than fifteen (15) calendar days before the date notices are sent to employees. A list of positions and/or hours recommended for reduction or elimination, and for information only, any non-confidential documents supporting the need for layoff will be furnished to CSEA at the time such information is given to the Governing Board.~~

Commented [18]: FCUSD counter: "publish updated seniority list"

~~8.4.3.2. Upon written request, the District shall meet with CSEA to negotiate the effects of the proposed layoff.~~

~~8.4.3.3. Prior to a hearing as provided by law, Any employee may challenge, within ten (10) days of notice, his/her place on the seniority roster by making objections to the Associate Superintendent, Human Resources, or designee who shall review the objections and conduct an audit, if requested, and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).~~

Commented [19]: FCUSD - Remove 8.3 (8.3.1 - 8.3.4) Statutory language on Notification of Layoff per Ed Code on March 16th

~~8.4.3.4. After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Associate Superintendent, Human Resources, or designee may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the Chapter President of CSEA local chapter or designee with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and re-employment rights.~~

Commented [20R19]: @kbogard@kblegal.us - KB to reference Ed Code?

Commented [21]: FCUSD Countered this language to strike all. CSEA has interest to have Notice of Layoff for members be outlined in the contract. If not "current practices".

8.5.4. ~~Improper Layoff~~

~~8.4.1. If, during the term of this Agreement, it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, said employee shall be re-employed as soon as possible after the error is determined to exist and shall be reimbursed by the District for any loss of salary. Additionally, seniority step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.~~

Commented [22]: FCUSD struck. CSEA has interest in keeping for member reference in the contract.

8.6.5. Displacement (Bumping) Rights

~~8.6.5.1. An employee who is laid off from the classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee into that classification, with less seniority than the employee being laid off. Where the employee is eligible to bump into more than one (1) classification, the employee shall bump into the equal classification. If there are two (2) classifications which the employee is eligible to bump into, he/she~~

Commented [23R22]: FCUSD - Design on improper layoff will be established by the ALJ.

Commented [24R22]: @kbogard@kblegal.us - Kim to add informational/reference language in Appendices.

Commented [25]: FCUSD proposal: Insert that the ALJ handles these procedures.

Commented [26]: FCUSD proposal. CSEA Accepts.

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shall, within three (3) days of notice, make a choice of the eligible classifications to bump into.

8.6.2 ~~Where an employee is eligible to bump into two or more equal classifications, the employee shall choose which classification into which they will bump.~~

Commented [27]: FCUSD proposal. CSEA Accepts.

~~8.6.3 The process for determining which position the employee shall bump into shall be as follows:~~

~~1. The bumping employee may choose to bump the least senior employee in the classification which would result in an increase of hours to the bumping employee. The bumping employee may decline to bump the least senior employee in the classification which would result in an increase of hours without otherwise affecting their bumping rights. If there is no such employee, or the bumping employee declines this option, the process shall proceed to number two.~~

~~2. The bumping employee shall bump the least senior employee in the classification which would result in the same number of hours to the bumping employee. If there is no such employee, the process shall proceed to number three.~~

~~3. 8.6.3. The bumping employee shall bump the least senior employee in the classification which would result in the smallest loss of hours to the bumping employee~~

Commented [28]: CSEA proposal.

~~8.6.2.5. Seniority, for the purpose of determining bumping rights, shall be defined in accordance with 8.2. Include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs and higher classes.~~

~~8.6.3.5. Once the least senior employee has been laid off, if the position that becomes vacant is fewer months than the position held by the employee whose position was eliminated, all remaining employees in the classification of layoff will be placed on separate seniority lists based on the number of months worked. The least senior person on the higher number of months list will bump into the vacant position. (This procedure will be repeated if there are more than two lists for number of months worked.)~~

~~8.6.4.5. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower~~

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~~class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such re-assignment. Such employee shall maintain his/her reemployment rights as defined in this Article.~~

~~8.6.5.4.1 No regular employee shall be laid off from a position while an employee, not in the classified service, is serving in a position in the same classification for a scheduled leave with at least one (1) more month duration as of the effective date of layoff, unless the regular employee declines such assignment.~~

8.76. Re-employment Rights

~~8.7.6.1. Laid off employees are eligible for re-employment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as vacancies become available.~~

Commented [29]: FCUSD struck. CSEA accepts.
Commented [30R29]: FCUSD Agrees - 10.23.24

~~8.7.6.2. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, eligible for re-employment in the classification from which they are laid off for a period of sixty-three (63) months from the effective date of layoff, at the employees' option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).~~

Commented [31]: FCUSD counter and strike. CSEA accepts.
Commented [32R31]: FCUSD Agrees - 10.23.24

~~8.7.3. Laid off employees shall be placed on the re-employment list(s) in order of seniority, and re-employed in the reverse order of layoff, as vacancies become available.~~

Commented [33]: FCUSD counter. CSEA accepts.
Commented [34R33]: FCUSD Agrees - 10.23.24

~~8.6.3. An employee who is laid off and is subsequently eligible for re-employment shall be notified by the District, of opening(s), for which he/she is eligible. The notice shall be by automated phone call to the last contact number of the employee on record with the District office.~~

Commented [35]: FCUSD counter to keep language. CSEA does not agree and must be struck given this is a waiver for members rights to re-employment.

~~8.7.4 Notice of re-employment shall be sent to the laid-off employee's last personal email address and phone number and via certified mail to employee's last address on record with the District office. A courtesy phone call will be made, accordingly.~~

Commented [36]: CSEA proposal to counter.

~~a. The laid-off employee shall accept or decline the offer via email by within by 4:00 p.m. of business day following Notice, five (5) business days following the certified mail Notice.~~

Commented [37]: CSEA to counter with 2 days? - 11.20.24
Commented [38]: CSEA proposal to counter.
Commented [39R38]: FCUSD to counter hours of response.
Commented [40]: CSEA proposal to counter.

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~~b.a. Failure to timely respond to the email notice will be deemed as a declination refusal.~~

~~b.b. The District will confirm declinations in writing to the employee.~~

~~c. An employee who declines an offer of employment in the classification from which they were laid off, with the same or more hours than those held at the time of layoff, shall be removed from the re-employment list.~~

~~d. Failure to report to work within five (5) business days of your scheduled report date will be deemed as a declination.~~

~~e. If the employee accepts re-employment, he/she must report to work within eleven (11) workdays following acceptance receipt of the re-employment offer unless a later reporting date is indicated on the re-employment offer or the District approves a later reporting date.~~

Commented [41]: FCUSD counter.

Commented [42R41]: FCUSD Proposal - 11.18.2024

Commented [43R41]: CSEA to propose 2 day response.

Commented [44]: FCUSD counter. CSEA cannot accept. This is a waiver to member re-employment rights.

Commented [45R44]: FCUSD to counter: Revisit 2 refusals.

Commented [46]: CSEA proposal.

8.7.5 The District may simultaneously send notice of re-employment to multiple employees for the same vacancy provided that a junior employee may be given the vacancy only when those with more seniority have declined provided they have met all employment requirements. Response times run concurrently with other simultaneous notices.

Commented [47]: FCUSD disagrees - 11.18.24

Commented [48]: FCUSD counter. CSEA accepts.

Commented [49R48]: FCUSD counter: Provided they have met all employment requirements. Refine response time with concurrent v. consecutive.

8.6.4 In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered employment.

8.6.5 An employee who has received and declined two (2) offers of employment in the classification from which they were laid off with the same or more hours than those held at the time of layoff, shall be removed from the re-employment list.

8.6.6 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.

8.6.7 The District may simultaneously send out notice of vacancies to more than one (1) person on a re-employment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

8.7.8.6.8 Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification, but with fewer hours, shall not affect his/her original sixty-three (63) month rights to re-employment in his/her former classification and with

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the same number of hours. ~~An employee given an offer of such re-employment does not need to accept re-employment to maintain his/her eligibility on the re-employment list provided the employee notifies the District of his/her refusal of re-employment within ten (10) calendar days from receipt of the re-employment offer. If the employee accepts re-employment, he/she must report to work within eleven (11) workdays following receipt of the re-employment offer unless a later reporting date is indicated on the re-employment offer or the District approves a later reporting date.~~

Commented [50]: FCUSD counter to strike. CSEA has interest in keeping this language.

Commented [51R50]: FCUSD Agrees - 10.23.24

Commented [52]: FCUSD counter to strike. CSEA agrees if above stipulation is kept.

8.8.7 Seniority During Involuntary Unpaid Status

~~8.8.7.1. Employees who return to work from an involuntary unpaid status of less than thirty-nine (39) months, shall retain their original hire date for all hours previously earned for seniority credit. During this unpaid status, no vacation, sick leave, holidays, seniority hours, or other leave benefits will accrue.~~

Commented [53]: @ktbogard@kblegal.us - Kim to add reference to Ed Code.

8.9.8 Sick Leave Hours

~~8.9.8.1. Sick leave hours earned and unused at the time of layoff shall be restored upon re-employment.~~

8.10.9 Vacation and Compensatory Time

~~8.10.9.1. Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.~~

8.11.10 Fringe Benefits Continuance

~~8.11.10.1. With approval of the carrier(s), an employee who has been laid off shall continue to be covered with the benefits provided in Benefits Article in accordance with the Cobra Law provisions provided that the employee pays the full premiums in advance as prescribed by the District.~~

Commented [54]: "COBRA"

Commented [55]: CSEA has interest to keep in CBA for members referencing contract.