

**SIDE LETTER OF AGREEMENT**  
between the  
**FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**  
and the  
**THE FOLSOM CORDOVA EDUCATION ASSOCIATION**  
**Elementary Special Education Transfers**

This Side Letter Agreement ("Agreement") is entered into by and between the Folsom Cordova Unified School District (FCUSD) and the Folsom Cordova Education Association (FCEA).

FCUSD and FCEA agree to temporary, limited amendments to the Collective Bargaining Agreement (CBA) for all Pre K-12 special education teachers due to changes in the elementary special education model for the 2026–2027 school year. The purpose of this Agreement is to establish a collaborative and transparent process for determining teacher movement while balancing the needs of students, programs, and employees.

This Agreement temporarily suspends and replaces the language contained in Articles 11.3 (Voluntary Transfers) for all Pre K-12 special education teachers. This agreement will not change the Voluntary Transfer process and timeline of the CBA for general education teachers.

Temporary Replacement Language

11.3 Voluntary Transfers – Initiated at the Request of an Employee

11.3.1 All known Pre K-12 special education transfer positions shall be posted on EdJoin for internal transfers from March 2, 2026, through March 6, 2026. Any applications previously submitted for the same position and site during the February 2, 2026, through February 13, 2026 posting window shall be automatically transferred by Personnel Services to the corresponding reposted position.

11.3.2 The general internal transfer pool for all Pre K-12 special education teachers shall be open from March 2, 2026, through March 6, 2026.

11.3.3 Notification of successful voluntary transfers of Pre K-12 special education teachers shall occur no later than March 13, 2026.

This Agreement temporarily suspends and replaces the language in 11.4 (Involuntary Transfers), and 11.9 (Surplus) of the CBA as it applies to all Pre K-12 special education teachers. This agreement will not change the Involuntary Transfer or Surplus process and timeline of the CBA for general education teachers.

11.4 (and 11.9) Surplus and Involuntary Transfers – Initiated by the District

11.4.1 FCUSD shall work collaboratively with the FCEA President to ensure a fair and equitable process for determining program-related teacher movement, taking into consideration the needs of the program, teachers, and students.

11.4.2 The process shall include the following steps:

a. FCEA representatives shall contact the special education teachers who are being moved from their site and have either indicated their preference to stay at their site or have not yet indicated a preference about moving from their site. FCEA representatives will confirm whether these teachers wish to stay at their current site. Responses shall be documented on or before February 24, 2026.

b. The contacted teachers in 11.4.2.a who wish to stay at their site shall meet with the Executive Director of Human Resources and/or the Executive Director of Special Education on or before February 27, 2026, to discuss the proposed assignment and to request a review of their credential and site-based seniority. The FCEA President may attend this meeting.

c. For teachers who wish to stay at their current site following the meeting, FCUSD shall conduct a review of credential authorization and site-based seniority.

d. Final assignment decisions for teachers who wish to stay at their site shall be determined based on appropriate credential and seniority at the current site.

A second surplus reassignment meeting for all Pre K-12 special education teachers shall be held on March 17, 2026, after completion of a second Pre K-12 special education transfer process.

This Side Letter constitutes the entire agreement between FCUSD and FCEA regarding the matters addressed herein and supersedes any prior understandings related to this specific issue. Except as expressly modified by this Agreement, all other terms and conditions of the Collective Bargaining Agreement remain in full force and effect.

This is a one-time, non-precedent-setting agreement. The Agreement shall sunset on August 1, 2026, at which time the original language of the CBA shall be fully restored.

FOR THE FOLSOM CORDOVA  
UNIFIED SCHOOL DISTRICT

FOR THE FOLSOM CORDOVA  
EDUCATION ASSOCIATION

By:   
\_\_\_\_\_  
David Byrd, Executive Director  
Human Resources

By:   
\_\_\_\_\_  
Tracy Suter, Executive Officer

Date: 2/20/26

Date: 2-20-26