

TENTATIVE AGREEMENT (TA)
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
AMERICAN RIVER CHAPTER NO. 528
10/30/2025

NEGOTIATED CHANGES TO ARTICLE 8

The Folsom Cordova Unified School District ("District") and the California School Employees Association and its American River Chapter No. 528 (CSEA) are parties to Collective Bargaining Agreements (CBA's for both Comprehensive and Transportation Units) which expire on June 30, 2026.

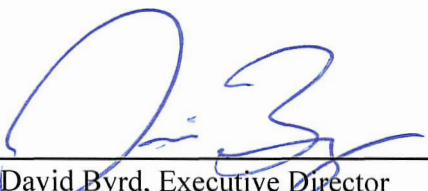
The Agreement between the District and CSEA is as follows:

1. Article 8- Layoff and Re-Employment (Attachment 1).
2. The negotiated changes in Article 8 shall apply to both the Transportation and Comprehensive CBAs.

A clean copy of the changes to Article is included in Attachment 2.

The Parties agree that the changes to Article 8 shall go into effect upon ratification, and that this Agreement closes negotiations for the 2025-2026 school year.

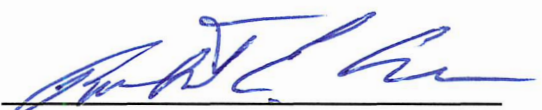
FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By: 

David Byrd, Executive Director
Human Resources

Date: 12/18/25

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CH. 528

By: 

Rob Corn, President

By: 

Kennedy Liem, Labor Relations Representative

Date: 12/18/2025

ARTICLE 8 – LAYOFF AND RE-EMPLOYMENT

8.1 Layoff

8.1.1 A layoff for the purposes 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, in accordance with California Education Code 45117.

8.2 Order of Layoff

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

8.2.2 ~~Classified e~~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 **amount of** time in the classification, plus higher classifications, shall be laid off first. ~~In determining seniority, time spent on unpaid leave or time worked as a substitute or extra help shall not be counted.~~

8.2.3 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.

8.3 Notice of Layoff

8.3.1 ~~When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours before any Board action is taken on the layoff of classified employees, the District shall notify CSEA in writing of the proposed action.~~ 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.

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

8.3.32 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 their designee who shall review the objection 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 employees.

8.3.3 A layoff notice to employees shall list the effective date of the layoff, their displacement (bumping) rights, if any, their re-employment rights, and notice of the right to request a hearing in accordance with Ed Code 45117.

8.3.4 After a Board action has been taken on the layoff, ~~a list~~ 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 employees noticed shall be ~~concurrently~~ electronically sent by email to the President of CSEA Chapter President local chapter or designee and Labor Relations Representative, 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 right, if any, and re-employment rights.

8.4 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.~~

8.5 Displacement (Bumping) Rights

8.5.1 An employee who who has lost their position in is laid off from the a classification due to layoff and who has previous service in an equal or lower classification shall have the right to bump ~~the least senior employee in 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 shall, within three (3) days of notice, make a choice of the eligible classifications to bump into.~~

8.5.2 When an employee bumps, they must bump:

8.4.2.1 The least senior employee in the classification who holds an assignment which will make the laid-off employee whole (i.e. same number of

hours per day and months per year) or as close to whole as is available and who has less seniority than the laid-off employee who is bumping.

8.5.23 Seniority, for the purposes of determining bumping rights, shall 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.

8.5.3 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.)

8.5.4 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 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 reassignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

8.5.4.1 No regular employee shall be laid off from a position while an employee, not in 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.

8.4.4 If the laid off employee is eligible to bump into two (2) or more classifications, they shall choose which classification they wish to bump into. The employee must make this choice by 5:00 PM on the second business day following notice. Failure to choose a classification within the deadline shall not affect the employees seniority and bumping rights.

8.5 Acceptance of a Vacant Position

8.5.1. The following employees are eligible to accept, subject to District approval, a vacant position in an equal or lower classification:

8.5.1.1 An employee who has been laid off from their classification, or;

8.5.1.2 Who has exercised their bumping rights but is not whole, and;

8.5.1.3 Who is qualified to perform the duties of the vacant position

8.5.2 Such employees shall maintain their re-employment rights as defined in this Article.

8.6 Re-employment Rights

8.6.1 Laid-off employees shall be placed on the reemployment list in order of seniority and re-employed in the reverse order of layoff.

8.6.2 Time on the Reemployment List

8.6.2.1 Laid off employees are eligible for reemployment in the classification from which **they were** 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.~~

8.6.2.2 Laid-off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time **are eligible for re-employment** ~~shall be, at the employee's 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 are eligible for re-employment.~~ **in accordance with the processes stated in California Education Code 45928.**

8.6.3 Offer of Re-Employment

8.6.3.1 An **offer of re-employment shall be sent to the laid-off employee's last personal email address** ~~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~~ **(Notice). A courtesy phone call will be made to the employee as well.**

a. The employee shall accept or decline the offer via email by 5:00 PM of the third business day following the Notice.

b. If an employee fails to timely respond to the Notice, they will be deemed to have declined the offer.

c. The District will send a written confirmation of a declined offer to the employee.

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.~~

8.6.54 If An employee who has received and declined two (2) ~~three (3)~~ consecutive offers of re-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 the District may cease notifying the employee of offers of re-employment, following the provisions stated below:

a. The District shall communicate to the employee in writing that they will no longer be notified for offers of re-employment.

b. If an employee would like to continue to receive notice from the District, the employee shall notify the District in writing, and shall continue receiving notifications.

c. Removal from notification shall not affect the employee's status on 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.

8.6.5 The District may simultaneously send out notice offers of vacancies re-employment to more than one (1) person on a reemployment list provided that a more junior person may be given multiple employees for the same vacancy, only when those with more seniority have declined or waived it. A junior employee may only be awarded the vacancy if/when all employees with more seniority have declined. Response times run concurrently for simultaneous notices.

8.6.6 An employee who accepts an offer of re-employment must report to work within eleven (11) workdays of acceptance or on the start date specified in the offer, whichever is later.

8.6.7 If an Any acceptance by such employee accepts of an assignment offer of re-employment to a classification lower than the classification from which he/she was they were laid off or to the same classification, but with fewer hours, this shall not affect his/her sixty-three (63) month rights to their standing on the thirty-nine (39) month re-employment list, in his/her former classification and with 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 that 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. and shall extend their right to re-employment

to sixty-three (63) months from date of layoff, in accordance with the processes stated in California Education Code 45928.

8.7 Seniority During Involuntary Unpaid Status

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 benefits will accrue.

8.8 Sick Leave Hours

8.8.1 Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

8.9 Vacation and Compensatory Time

8.9.1 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid-off with the final warrant due **to** the employee.

8.10 Fringe Benefits Committee

8.10.1 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~~ **COBRA** Law provisions provided that the employee pays the full premiums in advance as prescribed by the District.

ARTICLE 8 – LAYOFF AND RE-EMPLOYMENT

8.1 Layoff

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

8.1.2 A permanent employee shall not be laid off if a short-term employee 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, in accordance with California Education Code 45117.

8.2 Order of Layoff

8.2.1 Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification.

8.2.2 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 amount of time in the classification, plus higher classifications, shall be laid-off first.

8.2.3 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.

8.3 Notice of Layoff

8.3.1 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.

8.3.2 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 Human Resources, or their designee who shall review the objection 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 employees.

8.3.3 A layoff notice to employees shall list the effective date of the layoff, their displacement (bumping) rights, if any, their re-employment rights, and notice of the right to request a hearing in accordance with California Education Code 45117.

8.3.4 After Board action has been taken on the layoff, a list of the employees noticed shall be electronically sent to the CSEA Chapter President or designee and Labor Relations Representative.

8.4 Displacement (Bumping) Rights

8.4.1 An employee who has lost their position in a classification due to layoff and who has service in an equal or lower classification shall have the right to bump.

8.4.2 When an employee bumps, they must bump:

8.4.2.1 The least senior employee in the classification who holds an assignment which will make the laid-off employee whole (i.e. same number of hours per day and months per year) or as close to who as is available and who has less seniority than the laid-off employee who is bumping.

8.4.3 Seniority, for the purposes of determining bumping rights, shall 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.

8.4.4 If the laid off employee is eligible to bump into two (2) or more classifications, they shall choose which classification they wish to bump into. The employee must make this choice by 5:00 PM on the second business day following notice. Failure to choose a classification within the deadline shall not affect the employee's seniority and bumping rights.

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8.5.2 Such employees shall maintain their re-employment rights as defined in this Article.

8.6 Re-employment Rights

8.6.1 Laid-off employees shall be placed on the re-employment list in order of seniority and re-employed in the reverse order of layoff.

8.6.2 Time on the Re-employment List

8.6.2.1 Laid off employees are eligible for re-employment in the classification from which they were laid off for a thirty-nine (39) month period from the effective date of layoff.

8.6.2.2 Laid-off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time are eligible for re-employment in their former classification or to a position of sixty-three (63) months from the effective date of layoff, in accordance with the processes stated in California Education Code 45928.

8.6.3 Offer of Re-employment

8.6.3.1 An offer of re-employment shall be sent to the laid-off employee's last personal email address on record with the District office (Notice). A courtesy phone call will be made to the employee as well.

- a. The employee shall accept or decline the offer via email by 5:00 PM of the third business day following the Notice.
- b. If an employee fails to timely respond to the Notice, they will be deemed to have declined the offer.
- c. The District will send a written confirmation of a declined offer to the employee.

8.6.4 If an employee has received and declined three (3) consecutive offers of re-employment the District may cease notifying the employee of offers of re-employment, following the provisions stated below:

8.6.4.1 The District shall communicate to the employee in writing that they will no longer be notified for offers of re-employment.

8.6.4.2 If an employee would like to continue to receive Notice from the District, the employee shall notify the District in writing, and shall continue receiving notifications.

8.6.4.3 Removal from notification shall not affect the employee's status on the re-employment list.

8.6.5 The District may simultaneously send offers of re-employment to multiple employees for the same vacancy. A junior employee may only be awarded the vacancy if/when all employees with more seniority have declined. Response times run concurrently for simultaneous notices.

8.6.6 An employee who accepts an offer of re-employment must report to work within eleven (11) workdays of acceptance or on the start date specified in the offer, whichever is later.

8.6.7 If an employee accepts offer of re-employment to a classification lower than the classification from which they were laid off or to the same classification, but with fewer hours, this shall not affect their standing on the thirty-nine (39) month re-employment list, and shall extend their right to re-employment to sixty-three (63) months from date of layoff, in accordance with the processes stated in California Education Code 45298.

8.7 Seniority During Involuntary Unpaid Status

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 benefits will accrue.

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