

**TENTATIVE AGREEMENT  
BETWEEN  
CLOVIS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CLOVIS CHAPTER 250  
2020-2023 Successor Agreement  
May 26, 2021**

This tentative agreement is reached between the Clovis Unified School District ("District") and the California School Employees Association, Chapter 250 ("CSEA"), collectively the "Parties," for the purposes of making technical updates to the collective bargaining agreement.

Following CSEA's disclosure of its initial proposal for successor negotiations, the Parties recognize that it is only necessary to make technical updates to the current collective bargaining agreement in order to extend the agreement. Therefore, the District and CSEA tentatively agree as follows:

1. Article 9 (Employee Rights), Section A, Paragraph 1 is amended to read: "Persons who are a part of the classified service will serve a probationary period that shall not exceed 6 months or 130 days of paid service, whichever is longer, in a regular position as defined by Education Code 45101(c), at which time they shall be designated a permanent employee." This technical update is necessary to reflect a change in law created by the amendment of Education Code section 45113 and is consistent with current law.
2. Article 12 (Compensation), Section A (Salaries), Paragraph 1 is amended to read: "Employees of the Operations Unit will receive the same salary schedule increase for the 2020-2021, 2021-2022, and 2022-2023 fiscal years as any other employee group receives in each year of this contract." These technical updates are necessary to correctly identify the relevant fiscal years covered by the bargaining agreement. The Parties agree that the increase for the 2020-2021 fiscal year has already been implemented.
3. Article 12 (Compensation), Section B (Insurance Benefits), Paragraph 1 is amended to read: "For the 2020-2021, 2021-2022, and 2022-2023 fiscal years, the District shall maintain the benefit levels provided to other non-management District employees for medical, dental, vision, and disability insurance." These technical updates are necessary to correctly identify the relevant fiscal years covered by the bargaining agreement. The Parties agree that the benefit levels provided to CSEA for the 2020-2021 fiscal year were the same as those provided to other non-management District employees.
4. The Parties agree to incorporate the technical updates identified here into a new collective bargaining agreement with a term beginning July 1, 2020 through June 30, 2023. All other terms of the collective bargaining agreement shall remain the same.

5. Minimum Wage Impact to Salary Schedule- the parties have agreed to table this item but have agreed to meet again to discuss and negotiate before November 30, 2021.


6. The Parties agree that this tentative agreement must be approved by the District's Governing Board before it becomes effective.

  
District Representative

5.27.21  
Date

  
District Representative

5/27/21  
Date

  
CSEA Labor Relations Representative

5-27-21 Succession  
Date

\_\_\_\_\_  
CSEA Labor Relations Representative

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN CLOVIS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 250  
REGARDING RETURN TO WORK AND COVID VACCINATIONS AND TESTING**

7. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the work environment to the employee's immediate supervisor. The supervisor shall investigate the concern and notify the Associate Superintendent of Human Resources or designee.
8. The District will work with county Public Health Officials and the District's Department of Nursing Services in any necessary public health actions such as contact tracing or infected individuals. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
9. The Parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The Parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further legislation or orders.
10. The District will share with CSEA all new information it receives from local health authorities about the COVID-19 pandemic. The District will inform CSEA prior to any changes, when possible, in operations to the status quo and will negotiate effects and impacts on terms and conditions of employment, including occupational health and safety.
11. Violation of Agreement will be appealed to the regular grievance procedures as outlined in the Collective Bargaining Agreement between CUSD and CSEA Chapter 250.
12. The deadline for bargaining unit members to be fully vaccinated for COVID-19, agree to weekly testing, to be approved for an exemption to the vaccine, or to be approved for an unpaid leave of absence was October 15, 2021.
13. Weekly testing will be available for bargaining unit members who indicate they are not vaccinated.
14. Bargaining unit members may utilize the school business absence code for vaccination appointments or absences due to a reaction from a vaccine shot, thus allowing them to stay in paid status and not have to utilize any of their personal sick time.
15. Bargaining unit members whose request for exemption is not approved may be eligible for a reasonable accommodation to the mandatory vaccination policy if they have a sincere religious belief that precludes vaccination or have a medical or disability-related reason that prevents vaccination. The Parties recognize that for the safety of students and other employees that an unpaid leave of absence is an acceptable reasonable accommodation.

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN CLOVIS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 250  
REGARDING RETURN TO WORK AND COVID VACCINATIONS AND TESTING**

16. Bargaining unit members who are exempt from vaccination will be required to participate in at least weekly COVID-19 testing.

17. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative, or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

18. This MOU will expire on December 31, 2022. If the Center for Disease Control, the California Department of Public Health, or the Fresno County Department of Health determine vaccination and/or testing mandates will extend beyond the term of this agreement, both Parties agree to meet and discuss.

CLOVIS UNIFIED SCHOOL DISTRICT

By:

  
Barry Jager, Associate Superintendent

Date

2-4-22

2/4/2022

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

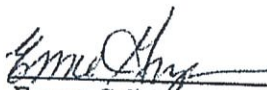
By

  
Tim Ciolkosz, Chapter President #250

Date

2-2-2022

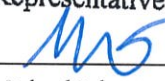
By:

  
Ernest Grijalva, CSEA Labor Relations Representative

Date

2-3-22

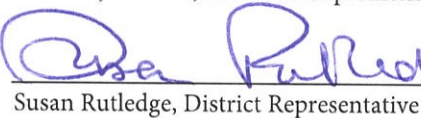
By:

  
Michael Johnston, Associate Superintendent

Date

2/6/22

By:

  
Susan Rutledge, District Representative

Date

2-9-2022

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN CLOVIS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 250  
REGARDING UNIFORM ALLOWANCE**

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This Agreement is between the Clovis Unified School District ("District") and the California School Employees Association and its Clovis Chapter No. 250 ("CSEA") (together "the Parties") for establishing a Uniform Allowance. The District and CSEA agree as follows:

1. The Uniform Allowance will be allocated as follows:

***Plant Operations, Campus Catering, Warehouse, Transportation (Drivers & Mechanic Shop)***

- District will provide new hires 5 pants and 5 shirts for each of their first two years of employment and 4 pants and 4 shirts thereafter.
- Jacket to be offered at no loss of uniform items.
- The District will determine the date of jacket ordering effective July 1, 2022.
- All employees will be on the same 3-year rotation. New employees will be offered a jacket upon hiring.

***Transportation Mechanics, Warehouse, Welders, Plumbers, Carpenters, Maintenance Procurement Clerk, Locker Room Attendant, Pressure Washer, Athletic Equipment Attendant, Utility Worker, Irrigation Specialists, Roofers, Concrete and Tree Crews***  
**Work Boot Allotment**

- For the positions outlined (above) as receiving a boot allowance - \$175 & Ca. CPI (Consumer Price Index) based on the SSC May Revise Dartboard for the upcoming year - added annually after July 1 – effective 7/1/2022 per school year.

***Campus Catering***

- District will provide employees five (5) aprons per year
- Safety Shoe allotment - \$90 & Ca. CPI (Consumer Price Index) based on the SSC May Revise Dartboard for the upcoming year - added annually after July 1 – effective 7/1/2022 per school year.

***Transportation Drivers & Mechanic Shop***

- Hats, beanies, or other District provided head wear to be made available throughout the year upon employee request.

2. This MOU is non-precedential, will not bind the Parties to any future action, whether under similar circumstances or not, and cannot be introduced in any grievance,





**MEMORANDUM OF UNDERSTANDING ("MOU")  
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 250  
REGARDING UNIFORM ALLOWANCE**

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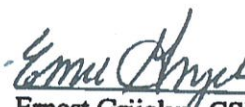

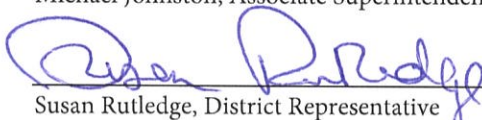
arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

3. This agreement shall be effective on the date of execution by the parties, or, if ratification is necessary based on the internal procedures of either party, as of the date of ratification.

**CLOVIS UNIFIED SCHOOL DISTRICT**

<p>By:  Barry Jager, Associate Superintendent</p> <p> District Representative</p>	<p style="text-align:right">2.4.22 _____ Date</p> <p style="text-align:right">2/4/2022 _____ Date</p>
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**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

<p>By:  Tim Ciolkosz, CSEA Chapter President #250</p> <p>By:  Ernest Grijalva, CSEA Labor Relations Representative</p> <p>By:  Michael Johnston, Associate Superintendent</p> <p>By:  Susan Rutledge, District Representative</p>	<p style="text-align:right">2-2-2022 _____ Date</p> <p style="text-align:right">2-3-22 _____ Date</p> <p style="text-align:right">2/10/22 _____ Date</p> <p style="text-align:right">2-10-2022 _____ Date</p>
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