

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

California State Employees Association and its State Center Chapter #379

Temporary Contracts for Grounds Services

Clovis Community College

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the State Center Community College District (hereinafter referred to as “District” or “Employer”) and the California School Employees Association and its State Center Chapter #379 (hereinafter referred to as “Exclusive Representative” or “CSEA”).

RECITALS

- A. CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.
- B. The Groundskeeper Workers at Clovis Community College perform a variety of semi-skilled and skilled duties in the maintenance of grounds and landscaped areas throughout the College and report to the Grounds and Custodial Manager. This is separate from any grounds work related to a construction project which is part of the contract for that project and is handled by the contractor selected by the District to oversee that particular construction project. Construction projects are handled by District Operations. Similarly, large scale replacement of trees and plants has been handled as a capital project managed by District Operations utilizing an outside vendor that has the equipment necessary to perform a project of that scale.

AGREEMENT

1. In Spring 2024, two issues arose that required additional support for grounds work at the Clovis main campus. There were significant issues with the irrigation system that may have been related to the construction of AC3 building and possibly some damage done to the system during the construction that required a contractor to be brought in to diagnose the problem and repair and replace portions of the irrigation system. While the work was being completed for the irrigation system repairs, the District determined that further damage had occurred to the landscape material necessitating replacement at the main entrance on Willow and subsequent irrigation modifications. All of this work was completed prior to the end of June 2024.
2. Additionally, despite the best efforts of the grounds staff and the Grounds and Custodial Manager, the soccer field had deteriorated to a point beyond which District employees were able to fix the problem with their current equipment, despite aerating it, adding chemicals, etc. Therefore, the Grounds and Custodial Manager requested that an outside vendor be brought in to assist with the repairs. This work is ongoing in collaboration with the Groundskeeper Workers and the Grounds and Custodial Manager.
3. The District and CSEA recognize that this is a unique circumstance where outside expertise is needed to provide assistance to the grounds department at the Clovis campus. Therefore, the District and CSEA agree as follows:

- a. This MOU is for a limited duration and nothing in this MOU is meant to set a precedent for future negotiations.
- b. The District will contract with an outside vendor to perform the work needed for the irrigation and landscape maintenance and repairs as outlined above.
- c. The work will be completed by the end of June 2024, except that the work on the soccer field will continue with an anticipated completion date of September 1, 2024 or sooner.
- d. This MOU is in no way intended, and shall in no way be construed, to restrict rights guaranteed to either party under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future. This MOU shall not be construed to establish a past practice or precedent.
- e. This MOU does not constitute an admission of wrongdoing, violation, misapplication, or misinterpretation of the collective bargaining agreement or statutory violation, or liability on the part of any party to this MOU. This MOU represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 19 day of September in the year 2024, in the City of Fresno, County of Fresno, State of California.

State Center Community College District



Julianna D. Mosier, Vice Chancellor, HR

California School Employees Association



[Tyler Johns \(Sep 19, 2024 06:56 PDT\)](#)

Tyler Johns, CSEA Chief Negotiator



Virginia Beamer, CSEA President, Chapter #379



[Lucas Long \(Sep 19, 2024 09:14 PDT\)](#)

Lucas Long, Labor Relations Representative