

CONTRACT OF AGREEMENT
Between the Ventura Unified School District
and the Ventura Education Support Professionals Association
2022 - 2025

December 14, 2023 PROPOSAL #1

With VESPA's agreement to VUSD to VESPA proposal #1 in Paragraphs 1 and 2, a and b, VESPA and the District agree that Article 20, TOTAL COMPENSATION of the VESPA CBA will be revised in its entirety and replaced with the following:

VESPA Counter-Proposal 12-14-23

ARTICLE 20
TOTAL COMPENSATION

20.1 Application

20.1.1 Effective July 1, 2023, the District will increase the current 2022-2023 Classified Represented Salary Schedule by 4% \$4 per hour for active employees as of the date of Board ratification.

~~a. For the 2023-2024 school year, with the agreed upon changes in 20.1.3 below, the District agrees to increase the salary schedule by an additional 2% of the 2023-2024 Classified Represented Salary Schedule, effective January 1, 2024.~~

~~b. For the 2024-2025 school year, with these agreed upon changes in 20.1.3 below, the District agrees to increase the 2023-2024 Classified Represented Salary Schedule by an additional 2%, effective July 1, 2024. If the COLA for the 2024-2025 school year exceeds 3.94% the district agrees to reopen negotiations for total compensation. At first interim in December 2023, the multi-year budget projection (MYP) is based on the COLA projection of 3.94% for the 2024-2025 school year.~~

~~20.1.1 Effective July 1, 2022, the District shall increase the current 2021-2022 Classified Represented Salary Schedule by 10% with agreement to the changes in 20.1.2 through 20.1.5 below.~~

~~a. Additionally, the District shall pay a 2% off schedule bonus for all unit members employed on December 16, 2022, based on the 2022-2023 salary schedule. The 2% will be calculated on the 10% increased salary schedule.~~

~~b. Retirees who retire between 7/1/2022 and 12/16/2022 shall receive the 2% off schedule bonus.~~

~~c. The 10% \$4 per hour increase amount shall be paid retroactively to 7/1/2022 2023 to members who worked the following:~~

- ~~i. Additional hours~~
- ~~ii. Overtime hours~~
- ~~iii. Working Out of Classification~~

20.1.2 Fully fund step and column for the 2023-2024 school year which is equal to a total VESPA salary cost of \$332,175 prior to the agreed upon salary increases.

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20.1.23 The parties agreed to change the current Group Purchasing Organization (“GPO”) effective July 1, 2023, until the parties meet and negotiate a future change to the GPO. ~~Effective July 1, 2023, the District will pay an employer contribution of \$19,600 towards the cost of health and welfare benefits premiums for each eligible, full time (40 hours per week) unit member. This employer contribution will be prorated as outlined in 20.2.1 below for unit members who work less than full time (40 hours per week). Unit members will be responsible for the cost of any premium amounts above the employer contribution of \$19,600.~~

~~The new GPO shall offer the same or equitable PPO and HMO products as currently offered. The District shall fully fund all eligible unit members in a plan, unless and until the parties reach a negotiated change (Including Vision and Dental), subject to 20.1.5 and 20.2 below.~~

- a. ~~Current~~ Unit Members **hired before January 3, 2023**: The District shall offer Cash-in-Lieu to all eligible full time (40 hours per week) unit members who can prove they are covered by group medical coverage. Part-time eligible unit members currently enrolled in a District medical plan and can prove they are covered by group medical coverage outside of the District are eligible for a prorated Cash-in-Lieu.
- b. ~~New~~ Unit Members **hired on or after January 3, 2023**: ~~New unit members~~ are only eligible for Cash-in-Lieu if they are employed full-time (40 hours per week), subject to the conditions in (a) above.
- c. The amount of the Cash-in-Lieu **for unit members defined in 20.1.3.a. above** shall be prorated and paid as follows.

Beginning 7/1/2023, the Cash-In-Lieu shall be:

1. \$5,000 - 1.0 FTE unit member
2. \$3,750 - .75 FTE unit member
3. \$2,500 - .5 FTE unit member

~~20.1.3 The current total cost of healthcare provided by the District is approximately \$25,772,544. Projected annual total cost of healthcare provided by the District in 2023-24 under the new GPO with the offerings in 20.1.2 above, is approximately \$21,697,756 with an additional potential savings of approximately \$1,095,000 from the Cash-in-Lieu program (Based on at least 75 currently covered employees choosing Cash-in-Lieu) for an approximate total of \$20,602,756.~~

20.1.4 The parties agree that the Medical Advisory Committee of the District, VESPA and VUEA shall meet on a regular basis to assess the new GPO and to educate members about the plan and to discuss ways to educate unit members on choosing possible future cost-saving plans offered by the GPO. The committee will also have a goal of offering HSA plans to all eligible unit members in the future.

20.1.5 ~~Medical Cost Trigger. Once the total cost of health and welfare benefits in the new GPO exceeds \$23,195,289 (ninety (90%) of the current total amount of \$25,772,544), the parties agree to bargain in good faith (VESPA will be represented in the bargaining by their bargaining team), to explore all possible medical plan changes to keep the total cost below \$25,772,544. When an agreement is reached on changes, the changes shall be referred to formal bargaining to implement the agreed upon changes, based upon a vote by the VESPA membership and ratification by the VUSD Board of Education. It is the parties’ intent that all eligible unit members’ health and welfare premium costs be fully funded by the District until there is a subsequent, negotiated total compensation agreement.~~

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20.2 Health and Welfare Benefits Eligibility:

20.2.1 Unit members shall receive health and welfare benefits based on the following prorating of eligibility for the fringe benefit package:

Benefit schedule for regular, permanent unit members:

~~20.2.1.1 20.00 hours a week to 29.99 hours a week, the district will pay 50% of the employer contribution highest level of benefits.~~

~~20.2.1.2 30.00 hours a week to 39.99 hours a week, the district will pay 75% of the employer contribution highest level of benefits.~~

~~20.2.1.3 40.00 hours a week, the district will pay 100% of the employer contribution highest level of benefits.~~

~~20.2.1.4 Unit members who work less than 4.00 hours per day will not receive any district paid health and welfare benefits.~~

20.2.1.1 Unit members shall qualify for 100% benefits coverage at 35 hours per week.

20.2.1.2 Benefits coverage shall be prorated for members working 20-35 hours per week.

20.2.1.3 Unit members working less than 20 hours per week shall not be eligible for benefits coverage.

Flexible Scheduling:

20.2.1.5 The district will assign hours on an average-a-day basis. For example, the district will assign 4.00 hours a day for a 20.00 hours a week unit member.

20.2.1.6 If the unit member and supervisor mutually agree, the 20.00 hours may be distributed in flexible pattern. For example, the 20.00 hours could be assigned as 5.00 hours a day for two days, 6.00 hours a day for one day, and 4.00 hours a day for one day.

20.2.1.7 Once the unit member and supervisor agree to a particular schedule, that schedule shall remain in force for the remainder of the year unless the unit member and supervisor mutually agree to change the schedule.

20.2.1.8 Except in case of a layoff situation, the total weekly hours will not be reduced for the school year.

20.2.2 Unit members will be grandfathered for health and welfare benefits eligibility at the level consistent with the contract under which they were hired. For example: a unit member hired prior to March 1, 1992 and who has a regular, permanent assignment of 4.00-5.99 hours per day will continue eligibility at the level of 67% of the District paid level for full time

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employees and a unit member with regular, permanent assignment(s) of 6.0 or more hours per day will continue eligibility at 100% of the district paid level for full time assignments.

20.2.3 When a unit member makes a change in hours, the eligibility levels in section 20.2.1 will apply, unless an increase in hours would result in a decrease in benefits eligibility (i.e., a unit member working 6.0 hours per day and receiving benefits at the 100% level who moves to a 7.0 hour position would not drop in benefits eligibility from 100% to 75%, but would remain at the 100% level). Examples include: a unit member hired prior to March 1, 1992, and who has regular, permanent assignment(s) totaling 4.0 hours will continue to receive benefits at the 67% level, but if that same unit member moves into a regular, permanent assignment at 6.0 hours, on or after March 1, 1992, that unit member will be eligible for benefits at the 75% level, not the 100% level.

20.2.4 Positions identified as "limited term" do not accrue benefits. For example, a unit member who is currently assigned to a regular, permanent 3.0 hour position who also is working in a limited term 3.0 hour position, does not qualify for a benefit level assigned to an employee with 6 hours. Benefit eligibility is determined by the total number of hours an employee works in (a) regular, permanent assignment(s).

20.2.5 The one exception to the above general guidelines for determining levels of benefits coverage will be the Bus Drivers in the Transportation Department. As Bus Drivers are required to re-bid for routes on a yearly basis, if a Bus Driver is put into a position where they would be required, under the seniority bidding system, to accept a bus route which is less hours than would be needed to maintain the Bus Drivers' existing benefits level, then the Bus Driver would not be reduced in benefits level. However, if the Bus Driver would have been able to be assigned to a route, based on their seniority, at or above the minimum number of hours required to maintain their existing benefits level and chose to bid on a route with fewer hours, it will be considered as a voluntary reduction in hours and the Bus Driver's benefits level will be reduced accordingly.

20.2.6 For purposes of this Article, a position is to be defined as a specific, individual assignment with a specific number of assigned hours per day and days per year and identified in the Classified Human Resources Position Control system with a unique position number. For example, the District may determine that a full day special education class needs to be covered by 5.5 hours of Paraeducator time, but may choose to define that time into two separate positions, for example, one at 3.0 hours per day and one at 2.5 hours per day. Under this circumstance, the 5.5 hours of assigned time would be considered as two separate positions and not one 5.5 hour position.

20.2.7 The District shall maintain the right to establish or revise the number of hours for positions as it feels is appropriate and this may be below the threshold for benefits coverage.

20.3 Health and Welfare Benefits for Retired Employees

20.3.1 Unit members who, as of June 30, 1993, were eligible under the 1992-95 contract to receive deferred compensation payments after retirement and who retire from the Ventura Unified School District under PERS will receive deferred compensation at \$1,500 for each year of

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service, plus one, not to exceed 30 years based upon the unit member's years of service and their benefits level as of June 30, 1993.

The deferred compensation amount will be paid annually over a 5-year period, according to Appendix F, upon the unit member's retirement from the Ventura Unified School District. Any unpaid installments of the deferred compensation plan shall be paid to the unit member's beneficiary in the event of the death of the unit member.

20.3.2 Eligible unit members are unit members who qualified for benefits as of June 30, 1993. Disability retirement under PERS, after at least five (5) years service credit in the District, will be treated as regular service retirement.

~~20.3.3 The parties agree to explore options for providing more low cost retiree paid health and welfare benefits options from the GPO.~~

20.4 The District will implement an IRS Section 125 plan for bargaining unit members.

(per the Article 41 Tentative Agreement, section 41.7 will be deleted from Article 41 and incorporated into Article 20)

20.5 NEW HIRES - INITIAL SALARY PLACEMENT

The District has an interest in establishing criteria to place new hires at a step on the salary range of the classification for which they were hired, that recognizes the education and experience they bring to their role in supporting students and the services of the District. Effective July 1, 2022, upon approval of the Director of Classified Human Resources and notification to the VESPA President, a new employee may be provided with advanced step placement up to Step 5 based on the following criteria:

20.5.1 Additional qualifying experience beyond that required for entry into the class (limited to no more than one step for each two years of experience related to the classification)

20.5.2 Additional education at the college level beyond the educational requirements established for entry into the class (limited to no more than one step for each two years of education related to the position)