

Memorandum of Understanding between
Ventura Unified School District and
Ventura Education Support Professionals Association

Re: Layoffs, Reemployment, and Effects Related Thereto
April 29, 2026

Upon mutual agreement, the parties approve the following additions/modifications to Article 19 of the Collective Bargaining Agreement ("CBA") for the 2026 calendar year:

Section A - Process

1. As soon as practicable, but ~~no less than two (2) weeks~~ **one (1) week** prior to ~~presenting a RIF resolution to the Governing Board as an action item~~, the Superintendent or designee shall meet with the Association President to review the proposed Resolution **and** all applicable seniority lists. ~~and potential layoff and bumping scenarios. At this meeting, if the District is utilizing a site staffing ratio for reductions in force, the District shall also provide the Association President, in writing, the proposed reductions for each impacted classification and unit member as well as the rationale for the specific reductions at each site.~~
2. ~~All employees who may reasonably be bumped into a layoff or reduction of hours shall to also receive a layoff notice at the time notices are sent to permanent employees impacted by the layoffs. These bumping notices may include employees who work in classifications not included in the layoff resolution. This does not preclude the District from issuing multiple rounds of notices.~~
The District will make every effort to concurrently notify employees whose positions are being abolished and/or reduced, and any employees who may reasonably be subject to bumping. These notices may include employees working in classifications not identified in the layoff resolution. Nothing in this provision shall preclude the District from issuing multiple rounds of notices.
3. Following notice of layoff as provided above, the Association and the District shall meet to review the layoffs and to determine the order of layoff within the provisions of the Agreement and Education Code.
4. The District shall supply the Association with a seniority list, a layoff list and a statement of the bumping rights of the unit members on the list.
5. The District agrees to consult concerning any redistributions of workload.
6. Unit members who are bilingual certified may bump into a less senior bilingual required position per the criteria in Article 19.1.8.1 of the CBA. **The intention is to fill bilingual required positions with bilingual certified staff.**

7. For unit members who are not certified as bilingual, and the criteria in Article 19.1.8.1 of the CBA would place them into a bilingual required position, then placement will be at the next least senior unit member who does not hold a bilingual required position.
8. All unit members who are receiving a bilingual stipend at the time of the layoff and are bumped or otherwise reassigned into a position that does not carry a bilingual stipend because no bilingual required position was available to them, shall continue to receive that stipend for the following school year and provide bilingual services as needed.
9. The District shall schedule a meeting with each unit member to discuss their bumping rights and opportunities per Article 19.1.8.1 and 19.1.8.2 of the CBA. The Association President or their designee shall be invited to participate in these meetings.
10. Bumping meetings shall be scheduled by classification in the order of highest classification to lowest as determined by the salary schedule.
11. If a member holds multiple classifications and is subject to a layoff, they shall be informed of their seniority date in the other classification(s) at their initial bumping meeting.
12. Considerations for transfer shall be given to unit members whose hours were reduced and who submit a request for transfer.
13. ~~No unit member shall be required to work out of classification or perform duties outside their specific job description due to reductions in staff and/or hours.~~ No unit members shall be required to work out of classification or perform duties outside their specific job description that are substantially unrelated to the intended function and duties outlined in their job description due to reductions in staff and/or hours. Tasks outside of an employee's function and scope of duties may be assigned on a temporary basis in cases of emergency to include but not limited to student safety. The following classification is exempt from this clause: Bus Driver.

Section B - Health and Welfare Benefits:

1. All classified unit members laid off and no longer employed by the District due to the Reduction in Force (RIF) process shall continue to receive the District's contribution for their current active health and welfare benefits package through September 30. If the affected employee's current active plan, as of May 14 15, provides for a District contribution to the cost of the health and welfare benefits, the District shall make the same monthly contribution. If the affected employee's

current active plan provides for an employee contribution, the affected employee shall make the same monthly contribution. The affected employee's contribution must be received by the District by the 20th of the previous month for coverage to continue. If the affected employee's contribution is not received by the stated date, the health and welfare benefits will be cancelled and the affected employee will be notified by the District of the cancellation.

- ~~2. All unit members who were enrolled in a District health care plan at the time of their layoff (i.e., no longer employed by the District) and are subsequently rehired off the reemployment list for work prior to or during the following same calendar year September 1, 2026, shall be entitled to continue to receive the District's contribution toward health benefits that the member was entitled to immediately prior to the member's layoff through December 31, 2026 the end of the next same health benefits year. District contributions and unit member responsibilities shall be pursuant to Articles 20.1 and 20.2 and any subsequent modifications.~~
- ~~3. Unit members rehired off the reemployment list prior to June 30 December 31, 2026 of the following same calendar year shall not be considered new hires for purposes of health benefits per Article 20.1.3 provided they were hired prior to February 14, 2024.~~
4. All unit members who were enrolled in a District health care plan and whose total hours were reduced as a result of a Reduction In Force shall ~~continue~~ be entitled to receive the same District contribution toward health benefits that the member was entitled to immediately prior to the reduction in hours through December 31, 2026. ~~the end of the same benefits year.~~ District contributions and unit member responsibilities shall be pursuant to Articles 20.1 and 20.2 and any subsequent modifications.

Section A (Process) shall be incorporated into Article 19 of the CBA upon ratification and Board approval.

Section B (Health and Welfare Benefits) This MOU shall be in effect through December 31, 2026.

All other provisions of the Collective Bargaining Agreement ("CBA") shall remain in effect. The parties shall commence negotiations on the extension or modification of Section B of this MOU, its incorporation into the CBA, and/or other changes to Article 19 of the CBA no later than ~~October 31, 2026.~~ November 9, 2026 (fall break is October 24-November 1)