

**Ventura Unified School District Proposal To**

**Ventura Unified Education Association**

**RE: FRINGE BENEFITS (ART. 18) AND COMPENSATION (ART. 19) – VUEA**

**October 13, 2022**

The District proposes the following terms related to Fringe Benefits and Compensation for VUEA.

1. If both VUEA and VESPA agree to allow the District to change the current Group Purchasing Organization (“GPO”) to a GPO of the District’s choice, the District will:
  - a. Beginning with the 2022-2023 school year, pay for the cost of health and welfare benefits for each full-time unit member, up to \$19,600.
  - b. Further, the District will increase compensation on the current 2021-2022 salary schedule by 6%, effective July 1, 2022.
2. With VUEA’s agreement to the proposal in Paragraph 1, a and b, above, VUEA and the District agree that Article 18, FRINGE BENEFITS of the VUEA CBA will be revised in its entirety and replaced with the following:

**ARTICLE 18**  
**FRINGE BENEFITS**

**A.** Bargaining unit members who worked at least 50% of the day or on full assignment at least 50% of the school contract year prior to May 22, 1979, will continue to receive those benefits which are mandated by State law and, in addition, the District will provide for those bargaining unit members a continuation of existing health, dental and vision benefits.

**B.** Bargaining unit members who elect to work less than 80% of full time but at least half time shall receive prorated fringe benefits equal to the percent of full time represented by their assignment if they agree to pay for the rest of the insurance premium. Those working less than 50% or who do not elect to pay the remainder of the premium will not receive fringe benefits. Those working 80% of full time or more will receive ~~full fringe benefits.~~ **District paid contributions as set forth in section F. 2, below.**

**C.** Bargaining unit members with Governing Board of Education approved unpaid health leaves of absence shall have the option to continue to receive health, dental, and vision insurance coverage for the period of the leave upon reimbursement of the Governing Board of Education for the entire cost of the premium.

**D.** Should a bargaining unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such bargaining unit member shall be entitled to continued coverage under the health, dental, and vision care plan until September 1<sup>st</sup> of the ensuing school year.

**E.** Section 125

The District will implement an IRS Section 125 plan for bargaining unit members beginning September 1, 1999. The parties will meet to determine the details of the implementation.

**[MOVE IN FROM ART 19]**

**F.** Health, Dental, and Vision Insurance

**1.** The District shall provide Health and Welfare Benefits to unit members in accordance with terms and conditions of a district selected Group Purchasing Organization ("GPO").

**2.** Beginning with the 2022-2023 school year, the District shall contribute a total of \$19,600 towards health and welfare benefit premium costs for each full-time bargaining unit member. Any future year change to the District contribution must be agreed upon by each party.

~~Fully funded H&W benefits for the 2021-2022 school year.~~

**G.** Health and Welfare Retirement Plan Deferred Compensation

**1.** This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.

**2.** The unit members who are eligible for the retirement plan deferred compensation under the Agreement between the Ventura Unified School District and the Ventura Unified Education Association for the period of July 1, 1992, to June 30, 1995, **(Appendix G)** will remain eligible for the retirement plan deferred compensation.

**3.** Eligible unit members who retire from the Ventura Unified School District under STRS or PERS will receive a deferred compensation amount of \$1,500 for each year of service plus one year not to exceed 30 years based upon the unit member's years of service and their level of benefits as of June 30, 1993.

**4.** The deferred compensation amount will be paid annually over a five (5) year period according to **Appendix G**, upon the bargaining unit member's retirement from the Ventura Unified School District as verified by STRS or PERS.

The first installment will be paid within 90 days of the bargaining unit member's retirement date; the remaining installments will be paid in January.

4. With VUEA's agreement to the proposal in Paragraph 2, a and b, above, VUEA and the District agree that Article 19, of the VUEA CBA will be revised in its entirety and replaced with the following:

## ARTICLE 19

### COMPENSATION

**A. The District will fully fund step and column increases for the 2022-2023 school year which is equal to a total VUEA salary cost; \$745,671 for the 2022-23 school year.**

**B. Effective July 1, 2022, the District will increase the current 2021-2022 salary schedule by 6%.**

This article shall be used to determine:

#### Application

~~The certificated salary schedule for the 2021-2022 school year.~~

~~The District contributions for health, dental and vision insurance for unit members effective July 1, 2021.~~

~~Maintaining manageable class sizes within the District is an essential component of providing the District's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:~~

~~Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances.~~

#### Salaries

~~3.00% increase to the Certificated Salary Schedule, retro to July 1, 2021~~

~~Fully fund step and column for the 2020-2021 school year and fully fund step and column for 2021-2022~~

#### Health, Dental, and Vision Insurance

~~Fully funded H&W benefits for the 2021-2022 school year.~~

#### Health and Welfare Retirement Plan Deferred Compensation

~~This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.~~

~~This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.~~

~~The unit members who are eligible for the retirement plan deferred compensation under the Agreement between the Ventura Unified School District and the Ventura Unified Education Association for the period of July 1, 1992, to June 30, 1995, (Appendix G) will remain eligible for the retirement plan deferred compensation.~~

~~Eligible unit members who retire from the Ventura Unified School District under STRS or PERS will receive a deferred compensation amount of \$1,500 for each year of service plus one year not to exceed 30 years based upon the unit member's years of service and their level of benefits as of June 30, 1993.~~

~~The deferred compensation amount will be paid annually over a five (5) year period according to Appendix G, upon the bargaining unit member's retirement from the Ventura Unified School District as verified by STRS or PERS. The first installment will be paid within 90 days of the bargaining unit member's retirement date; the remaining installments will be paid in January.~~

**Presented On October 13, 2022**

**Ventura Unified School District Proposal To  
Ventura Education Support Professionals Association  
TOTAL COMPENSATION (Art 20) VESPA**

**October 13, 2022**

The District proposes the following terms related to Total Compensation for VESPA.

1. If both VUEA and VESPA agree to allow the District to change the current Group Purchasing Organization (“GPO”) to a GPO of the District’s choice, the District will:
  - a. Beginning with the 2022-2023 school year, pay for the cost of health and welfare benefits for each full-time unit member, up to \$19,600.
  - b. Further, the District will increase compensation on the current 2021-2022 salary schedule by 6%, effective July 1, 2022.
2. With VESPA’s agreement to the proposal in Paragraph 1, a and b, above, 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:

ARTICLE 20

TOTAL COMPENSATION

**20.1 Wages**

**20.1.1** ~~20.1.2~~ Step advancement on the salary schedule will be funded for the ~~2019-20~~ **2022-2023** school year, which is equal to approximately ~~1.42% of total VESPA salary cost; \$378,878 for the 2019-20 school year.~~ **1.69% of total VESPA salary cost; \$557,441 for the 2022-23 school year.** (See Salary Schedule in **Appendix E**).

**20.1.2** **Effective July 1, 2022, the District will increase the current 2021-2022 salary schedule by 6%.**

**20.2 Health and Welfare Benefits**

**20.2.1** **The District shall provide Health and Welfare Benefits to unit members in accordance with terms and conditions of a district selected Group Purchasing Organization (“GPO”).**

**20.2.2** **Beginning with the 2022-2023 school year, the District shall contribute a total of \$19,600 towards health and welfare benefit premium costs for each full-time bargaining unit member. Any**

**future year change to the District contribution must be agreed upon by each party.**

**20.1.1 Recalibrate salary schedule per attached proposal**

|                                                                               | Effective Jul 1 2019 | Effective Jul 1 2020 | Effective Jul 1 2021 | *Number of FTEs |
|-------------------------------------------------------------------------------|----------------------|----------------------|----------------------|-----------------|
| <b>Apply Increase to All</b>                                                  | 0.50%                | 0.50%                | 0.50%                | 647.3           |
| In addition to the 0.5% above the ranges below will have additional increases |                      |                      |                      |                 |
| <b>Calibration at Ranges</b>                                                  | 2019/20              | 2020/21              | 2021/22              |                 |
| <b>150 to 165</b>                                                             | 4.40%                | 4.40%                | 4.40%                | 51.4            |
| <b>170 to 185</b>                                                             | 3.50%                | 3.50%                | 3.50%                | 173.5           |
| <b>190 to 205</b>                                                             | 2.70%                | 2.70%                | 2.70%                | 132.2           |
| <b>210 to 225</b>                                                             | 1.00%                | 1.00%                | 1.00%                | 166.7           |

Move Noon Duty from Range 140 to 150 (20.7 FTEs)

Move CNA I from Range 155 to 160 (30.8 FTEs)

Move CNA II from Range 170 to 175 (6.9 FTEs)

Move Campus Supervisors from Range 165 to 185 (15.5 FTEs)

\*FTEs = Full Time Equivalents.

• Upon finalization of the tiers for the Paraeducators, all affected paraeducators will receive the increase based on their new placement on the salary schedule retro to July 1, 2019.

• The three year salary calibration does not preclude VESPA and VUEA meeting in future years to negotiate salary and/or other contract articles as would normally occur in the negotiations process.

• Effective July 1, 2019, create a 16.56% longevity increment for bargaining unit members who achieve 29 years of service

• One time \$500 off salary schedule bonus for 2019-2020 school year to all members not benefiting from the salary calibrations (ranges 230 through 360). Ranges 140 through 225 will be receiving retro salary adjustment payments estimated to be between \$300 and \$700.

20.1.2 Step advancement on the salary schedule will be funded for the 2019-20 school year, which is equal to approximately 1.42% of total VESPA salary cost; \$378,878 for the 2019-20 school year. (See Salary Schedule in Appendix E).

20.1.3 The District's contribution to the cost of employee Health and Welfare benefits for full time employees shall be increased by \$288 (approximately 1.8%). The 2019-20 contribution agreement of \$16,032 will increase to \$16,320. (There will be no employee contribution to Health and Welfare benefits for the 2019-20 school year for full time employees). Any future year change to the District contribution must be agreed upon by each party.

20.1.4 The District's contribution to employee's retirement (CalPERS) has increased by 1.66%, a cost of \$510,263 for the 2019-20 school year.

#### 20.1.5 2020/21

- The District contribution to the cost of employee Health & Welfare benefits for full time employees increased from \$16,320 (2019/20) to \$18,288 for the 2020/21 school year.

- In addition, the District will continue to fund step advancement which is equal to approximately .8% of total VESPA salary cost.

#### 20.1.6 2021/22

- 2.00% off schedule bonus paid by October 10, 2021 to bargaining unit members employed as of September 30, 2021. (If a bargaining unit member holds an active position as of September 30, 2021, and their work calendar doesn't start until after September 30, 2021, they will also be eligible for this bonus.)

- 2.00% on schedule effective July 1, 2021.

- The District will balance the Classified Represented & Confidential Salary Schedule per the previously bargained recalibration to maintain the salary range grading.

- The District contribution to the cost of employee Health & Welfare benefits for full time employees will maintain at \$18,288 for the 2021/22 school year.

- In addition, the District will continue to fund step advancement which is equal to approximately .8% of total VESPA salary cost.

**20.3 Health Benefit Eligibility:** Unit members shall receive health and welfare benefits based on the following prorating of eligibility for the fringe benefit package:

20.3.1 Benefit schedule for regular, permanent unit members:

20.3.1.1 20.00 hours a week to 29.99 hours a week, the district will pay 50% of the highest level of benefits.

20.3.1.2 30.00 hours a week to 39.99 hours a week, the district will pay 75% of the highest level of benefits.

20.3.1.3 40.00 hours a week, the district will pay 100% of the highest level of benefits.

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

Flexible Scheduling:

20.3.1.5 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.

20.3.1.6 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.

20.3.1.7 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.

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

20.3.2 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 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.

20.3.3 When a unit member makes a change in hours, the eligibility levels in section 20.3.1 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.

20.3.4 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).

20.3.5 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.

20.3.6 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.

20.3.7 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.

#### 20.3.4 Health and Welfare Benefits for Retired Employees

20.4.1 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 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.

20.4.2 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.

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

**Presented On October 13, 2022**