

**CONTRACT OF AGREEMENT**  
**Between the Ventura Unified School District**  
**and the Ventura Education Support Professionals Association**  
**2018 - 2021**

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**ARTICLE 16**  
**CONTRACTING OUT – TENTATIVE AGREEMENT**

16.1 Work Preservation: There shall be no subcontracting or transferring out of the bargaining unit work which has been or could be traditionally or customarily performed by unit members except for major projects, emergencies or as provided under Education Code Section 45103.1.

Definition of Emergency: a situation that is life-threatening, or causes imminent property damage, or the magnitude of the situation rises to the level that surpasses the ability for in-house resources to remedy it.

16.2 In the event of a non-emergency, the District shall follow the following protocols:

16.2.1 Prior to contracting out, in-house qualified employees must first be offered the assignment.

16.2.1.1 Employees will be called and texted on their VUSD cellular work phone 3 times, with 5 minutes between each attempt, and will be given 15 minutes from the last call/text to respond (with the exception of during a lunch break).

16.2.2 Each employee who is qualified to complete the assignment, will be contacted as outlined in 16.2.1.1 above prior to contracting out. If the employee does not respond in the allotted amount of time or declines the assignment, outside contracting may occur.

16.2.3 Employees who are on sick leave, personal leave, or vacation will not be contacted for additional assignments.

16.3 Authority to Contract Out

16.3.1 Management (i.e., directors, managers, supervisors, coordinators) employees who are not bargaining unit members, are the only employees that hold the authority to decide to hire outside contractors.

16.3.2 Management shall follow the above guidelines prior to contacting an outside contractor.

16.3.3 Once management has made the decision to hire an outside contractor, management can delegate the actual calling of the outside contractor to a bargaining unit member.

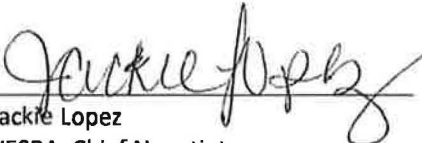
16.4 Grievance: In the event the Association deems a violation of this article has taken place any grievance filed shall be accorded priority status for filing at Level III of the Grievance procedure. If the issue goes to binding arbitration, the District and Association will ask for expedited arbitration.

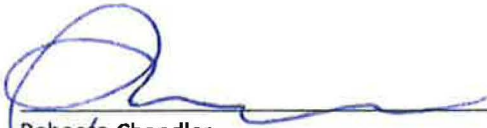
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ARTICLE 16  
CONTRACTING OUT – TENTATIVE AGREEMENT

Agreed to this 6<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_  
Jackie Lopez  
VESPA, Chief Negotiator

  
\_\_\_\_\_  
Rebecca Chandler  
VUSD, Chief Negotiator

  
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Felix Cortez  
VESPA, Chief Negotiator

  
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**ARTICLE 38 – TENTATIVE AGREEMENT**  
**SAFETY**

- 38.1 The District shall conform to and comply with all health, safety and sanitary requirements or regulations imposed or adopted under local, state or federal law. The District shall maintain safe and healthy working conditions as defined in these laws and regulations.
- 38.2 A unit member has the right and the responsibility to report to their immediate supervisor, in writing any practice, condition or specific occurrence which the unit member believes or in the course of reasonable diligence should have realized poses a threat to the health or safety of any person associated with the District, including all threats of physical harm or cases of assault and/or battery suffered by the unit member in connection with their employment. Upon notification, the District shall investigate and take action deemed necessary to correct any unsafe, unhealthy or hazardous condition within 60 calendar days. Upon written request, the District shall report to the unit member the status of the investigation and, if appropriate, any recommendations made resulting from the investigation.
- 38.3 If a particular job requires the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish and maintain such equipment or gear and the unit member agrees to use or wear such equipment or gear at all times when necessary in the performance of their duties. Additionally, the District agrees to provide reasonable accommodation for unit members whose doctors have prescribed specific safety equipment in accordance with OSHA and other legal requirements.
- 38.4 The District agrees to provide a yearly voucher to bargaining unit members whose regular assignment is within an approved classification to purchase necessary foot protection in accordance with Cal-OSHA guidelines. Approved classifications include Trades, Custodial, Athletic Equipment/Custodian, Grounds, Food and Nutrition, Warehouse and Mechanics. If there are extenuating circumstances in which an employee's foot protection becomes damaged beyond use and needs replacement, then the employee shall notify their supervisor of the need for a replacement. A committee consisting of VESPA and VUSD representatives will meet yearly to review the voucher amount for the upcoming year. ~~without cost to the unit member necessary foot protection and eye protection. Should there be disagreement between the unit member and the District regarding the adequacy of such protective equipment, the District shall have the unit member examined by an appropriate doctor to determine the specific safety equipment that will be required by the unit member.~~
- 38.5 The District recognizes the importance of Emergency Preparedness Plans that describe and define the appropriate role and responsibilities of District staff during an emergency. The responsibility for the monitoring of the various site emergency preparedness plans shall be assigned to the District Safety Committee. The Committee shall be composed of at least equal numbers of representatives from the Districts' employee groups.
- 38.6 Upon request, the District shall provide child nutrition managers, night custodians, and other appropriate unit members with 911/emergency cell phones.
- 38.7 The District Safety Committee shall work cooperatively with the local law enforcement in developing procedures that protect unit members.
- 38.8 The District Safety Committee shall monitor the distribution and maintenance of the 911/emergency cell phones.



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**38.9 Uniforms**

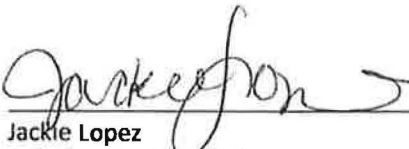
The District will provide uniforms to bargaining unit members in Transportation, Technology, Facilities, and the Warehouse. Other classifications may be provided uniforms as the need arises and in the best interest of the safety of our students and employees. Employees within these classifications are required to wear the provided uniforms, and shall be visible during working hours.

**Uniform Guidelines**

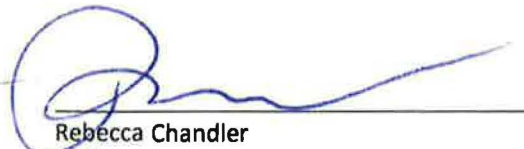
- 38.9.1** All employees shall receive a minimum of 5 uniform shirts and up to 10 if needed/requested; and 1 jacket.
- 38.9.2** Laundering: An employee may choose to launder their own uniforms, or may choose to use a laundering service as set-up and arranged by the District
- 38.9.3** Lost, stolen, or damaged uniforms will be replaced.
- 38.9.4** All uniforms need to be returned if employees separate from employment with the District.
- 38.9.5** A committee consisting of VESPA and VUSD representatives will meet as needed to review uniforms and applicable guidelines.

**38.10** In the event of a grievance arising out of any provision of this article the grievance shall be submitted at Level II and shall be expedited.

Agreed to this 6<sup>th</sup> day of August, 2021.



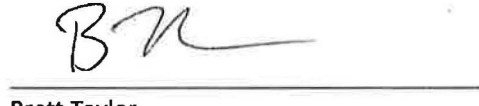
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**ARTICLE 46**  
**TERM – TENTATIVE AGREEMENT**

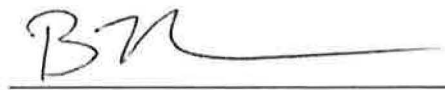
- 46.1 Except as provided elsewhere in this Agreement, the term of this Agreement shall be July 1, 2018 to and including June 30, 2021 and shall remain in effect until a successor Agreement is reached.
- 46.1.1 In both years, 2019-2020 and 2020-2021, salary and health and welfare benefits will be re-opened.
- 46.1.2 In addition, 2019-2020 and 2020-2021, both VESPA and VUSD will each have the option of negotiating two contract language issues.
- 46.2 Successor Agreement
- 46.2.1 On or before July 1, 2021 either party may submit a request to negotiate a successor Agreement along with their initial proposal for such successor Agreement.
- 46.2.2 Negotiations pursuant to this section shall begin within five (5) days after fulfillment of the public notice requirements.
- 46.3 Contract Extension  
VUSD and VESPA agree that the current contract (2018-2021) will be extended for one (1) additional year, and will expire on June 30, 2022.

Agreed to this 6<sup>th</sup> day of August, 2021.

  
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Brett Taylor  
VUSD, Chief Negotiator

VESPA/VUSD

August 6, 2021

Article 20 – Total Compensation

TENTATIVE AGREEMENT

This article shall be used to determine:

2020/21

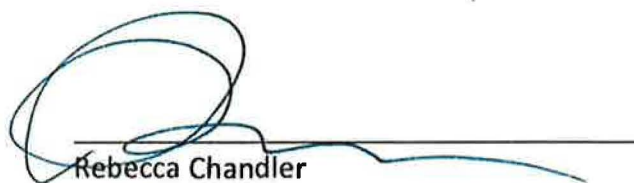
- The District contribution to the cost of employee Health & Welfare benefits for full time employees increased from \$16,320 (2019/20) to \$18,288 for the 2020/21 school year.
- In addition, the District will continue to fund step advancement which is equal to approximately .8% of total VESPA salary cost.

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.

Agreed to this 6<sup>th</sup> day of August, 2021.

  
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