FACT FINDING DISCUSSION AND RECOMMENDATIONS

In the Matter of the Impasse Between	
VENTURA UNIFIED SCHOOL DISTRICT Employer -and- VENTURA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION Exclusive Representative	PERB CASE NO: LA-IM-4227-E FR0920 Report Issued November 1, 2026

Hearing Held on October 21-22, 2026
Ventura Unified School District
255 W Stanley Ave
Ventura, CA, United States 93001

Members of the Fact Finding Panel

Employer Panel Member:	**Impartial Chairperson:**	**Union Panel Member:**
Irma Rodriguez-Moisa, Attorney, Atkinson, Andleson, Loya Ruud, Romo	Donald Raczka, Fact Finder	Tom Pinkava Bargaining Specialist, California Teachers Association

Making Presentations to the Fact Finding Panel:

For the Association:
Carol Peek, President, Ventura Education Support Professionals Association
Andrew Staiano, California Teachers Association

For the Employer:
Matt Phillips, School Services of California, Inc.
Gina Wolowicz, Assistant Superintendent of Human Resources
Salvador Holguin Jr, Atkinson, Andleson, Loya, Ruud, Romo

DISTRICT AND ASSOCIATION DESCRIPTIONS

As of the spring 2026, **Ventura Unified School District (VUSD or DISTRICT)** is the fourth largest district in Ventura County serving approximately 13,700 students in Transitional kindergarten through twelfth grade. Like most other districts in Ventura County and in the state of California, VUSD continues to experience declining enrollment. From preschool through adulthood, however, students receive a rigorous, standards-based curriculum from dedicated and highly qualified professionals.

The district is comprised of early childhood programs, 14 traditional elementary schools, 3 K-8 schools, 4 comprehensive middle schools, 1 opportunity middle school, 3 comprehensive high schools, 1 independent study high school, 1 continuation high school, 1 independent study K-8 program, and an adult education school. The district maintains an outstanding reputation for providing students with a high-quality education, broad academic programs, Career Technical Education (CTE) pathways, and a wide array of extra-curricular and cocurricular opportunities. The community takes great pride in honoring diversity, multiculturalism, and multilingualism. Additionally, VUSD offers a "School of Choice" program/process where families can apply to enroll their children in schools that are outside of their boundary area.

Based on the 2024-25 California School Dashboard Student Population data, 59% of VUSD students qualify for free/reduced fee meals and are therefore identified as Socioeconomically Disadvantaged (SED). 14.9% of VUSD's students are identified as English Learners (EL) and 0.4% Foster Youth. As of the spring 2026, Hispanic students account for 55.8% of enrollment, White students 35% and 1.1% African American; and all other ethnicities combined are 8.1%. 5.17% are identified as Homeless. 15.04% of the VUSD students are eligible for Special Education Services; of these students with special needs, 72.33% are SED, 23.76% are EL and 7.64% are students experiencing homelessness or foster youth

The **Ventura Education Support Professionals Association (VESPA OR UNION)**, recognized since 1985, is affiliated with the California Teachers Association (CTA) and the National Education Association (NEA). VESPA represents permanent and probationary employees in the Ventura Unified School District. There are approximately 989 bargaining union members in the Association.

ISSUES BEFORE THE PANEL

There is one issue before the panel, Article 20, Compensation, with two components: Salary and Health and Welfare Benefits for the plan year beginning January 1, 2027 (**Plan year 2027**).

PROCEDURAL BACKGROUND

On October 1, 2026. the Public Employment Relations Board (PERB) confirmed Donald Raczka's appointment as the neutral Chair of the Factfinding Panel in the matter involving the existing impasse between the Ventura Unified School District and the Ventura Unified Education Association. The governing statute is the Educational Employment Relations Act (EERA), specifically Article 9, which establishes the procedures applicable to impasse resolution and factfinding.

The parties mutually agreed to waive the timeline for the hearing.

In a tripartite factfinding panel, each party-appointed panel member has the responsibility of ensuring that the neutral Chair fully understands and considers the position and interests of the party that member represents. In that respect, the party-appointed members necessarily serve in a partisan capacity, while the Chair remains neutral and responsible for overseeing the factfinding process.

I found both party-appointed panel members to be professional, prepared, and willing to engage constructively with one another. Throughout the proceedings, both members demonstrated a genuine willingness to explore alternatives and work collaboratively toward resolution of the impasse.

Unfortunately, despite those efforts, the panel was unable to reach a resolution of the impasse.

FACTFINDING CRITERIA

Pursuant to California Government Code Section 3548.2, the panel has considered and been guided by the following statutory criteria:

1. State and federal laws that are applicable to the Employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the public schools.
4. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
5. The Consumer Price Index for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
7. Such other facts not confined to those specified in paragraphs 1 through 6, inclusive, which are normally and traditionally taken into consideration in making such findings and recommendations.

HISTORY OF NEGOTIATIONS

The parties first sunshined their proposals in October 2025 and met approximately 12-15 times from November 2025 until impasse was declared on May 16, 2026. There were 4 mediation sessions from July - September, 2026 and the mediator certified the parties to factfinding on September 16, 2026.

THE CHAIR'S FINDINGS AND RECOMMENDATIONS

The Hearing, which lasted approximately 20 hours and included both formal presentations and mediation, resulted in the parties reaching a conceptual agreement with the assistance of the Panel. However, the parties were unable to finalize and execute a written tentative agreement. Accordingly, the Chair's recommendations will generally reflect the terms of the conceptual agreement reached by the parties.

The parties entered into factfinding with proposals on the salary portion of the Compensation Article:

- The District proposed 2% ongoing salary schedule raise effective July 1, 2026.
- The Union proposed an increase of $2.25 or 5% (whichever is greater) for steps 1-5, effective July 1, 2026.

Recommendation 1: The Chair recommends that the hourly salary for all ranges be increased by $1.00 effective January 1, 2027.

The Health and Welfare plan year is effective January 1 of each year, which spans six months of one budget year from January through June and six months of the succeeding budget year from July through December. The recommendations for Health and Welfare in this report will apply to the plan year, not the budget years.

Currently, unit members are separated into 2 groups: "Legacy" employees employed prior to the date of the District's ratification of the latest Collective Bargaining Agreement; and, "Non-Legacy" employees hired after that same date. The Employer-provided amount for Health and Welfare available for each group varies with Legacy employees receiving a higher benefit amount.

Recommendation 2: The Chair recommends eliminating the categories of Legacy and Non-Legacy and applying Health and Welfare benefits to all employees without distinction.

The Chair recognizes the significant benefits of effective Labor/Management Committees in collaboratively managing costs and ensuring affordable health plan options for employees. Although the District has an existing medical advisory committee that includes representatives of both exclusive representatives, that committee has not been effective in fulfilling its intended

purpose. Targeted training specific to health and welfare is needed to equip committee members with the knowledge and skills necessary to make informed recommendations to the bargaining teams. The goals of this committee should be to provide members with good options for health care with an eye on containing costs, educating members on each of the options and provide stewardship of the collective interest of the employer and employee.

Recommendation 3: The parties form a joint health and welfare advisory committee with training from an independent, non-broker provider that is jointly chosen by the Presidents of each exclusive representative and the Assistant Superintendent, Human Resources. The parties should have an ambitious meeting schedule to best align with plan offerings and amounts prior to open enrollment for the 2028 plan year. The goal of this committee is to control health and welfare benefits costs, educate members and improve benefit options.

The Collective Bargaining Agreement between the parties establishes ranges of hours for the purpose of determining Health and Welfare contributions. 40 hours per week defines a "full-time" employee and the contribution is 100% of the contribution amount. Employees working between 30-39.99 hours per week employees receive 75% of the contribution amount and those employees working 20-29.99 hours per week receive 50% of the contribution amount.

The District entered factfinding with a Health and Welfare proposals for the 2027 plan year that established a maximum District contribution of $19,000 for full-time "Legacy" employees and $16,000 for "non-Legacy" full-time employees.

The Union entered factfinding proposing to maintain the existing Health and Welfare structure and to provide contribution amounts proportional to a 40 hour workweek. They also proposed increasing the non-legacy cap to $20,000.

The Chair recognizes that providing 100% coverage for every available health plan option, particularly the traditional PPO at the composite rate, is not financially sustainable for the District. Both parties presented proposals before and during factfinding that sought to address this financial concern for the 2027 plan year.

The Chair's recommendation seeks to provide fully funded coverage at the composite rate for one of the two most popular health plan options. Accordingly, the Chair recommends that the District fully fund the Kaiser Traditional Plan, the less expensive of the two options, for the 2027 plan year, effective January 1, 2027. The composite rate for this plan is $23,061.12. The Chair also recommends that, for the purposes of Health and Welfare contributions, that an employee working 37.5 hours (instead of 40 hours per week) per week be considered "full-time".

If an employee selects a plan with a composite rate exceeding $23,061.12, the employee will be responsible for paying the difference out of pocket. If the employee selects a plan with a composite rate below $23,061.12, the District will contribute the difference to the employee's Health Savings Account (HSA), up to the maximum annual contribution permitted by the IRS for 2027.

Additionally, the parties agreed to expand the available health plan options by adding six new HSA 80 plans for the 2027 plan year.

Recommendation 4: The Chair recommends that beginning January 1, 2027, (the 2027 plan year) the District provide all employees with a fully paid health plan option and contribute up to $23,061.12, the composite rate for the Traditional Kaiser plan. Contributions for full-time and part-time employees will be calculated in accordance with the existing contract definitions including proportional adjustments for part time assignments. .

Recommendation 5: If an employee selects a health plan with an actual premium rate exceeding $23,061.12, the employee will be responsible for paying the difference.

Recommendation 6: Effective January 1, 2027, if a unit member selects a health plan with an actual annual premium cost below $23,061.12, the District shall make an annual contribution to the member's eligible Health Savings Account (HSA) equal to the difference between $23,061.12 and the actual annual premium cost of the selected plan. In no event shall the District's contribution exceed the maximum IRS contribution limit for self-only coverage that is in effect as of January 1 of the applicable plan year.

SUMMARY OF RECOMMENDATIONS

- **Recommendation 1: The Chair recommends that the hourly salary for all ranges be increased by $1.00 effective January 1, 2027.**

- **Recommendation 2: The Chair recommends eliminating the categories of Legacy and Non-Legacy and applying Health and Welfare benefits to all employees without distinction.**

- **Recommendation 3: The parties form a joint health and welfare advisory committee with training from an independent, non-broker provider that is jointly chosen by the Presidents of each exclusive representative and the Assistant Superintendent, Human Resources. The parties should have an ambitious meeting schedule to best align with plan offerings and amounts prior to open enrollment for the 2028 plan year. The goal of this committee is to control health and welfare benefits costs, educate members and improve benefit options.**

- **Recommendation 4: The Chair recommends that beginning January 1, 2027, (the 2027 plan year) the District provide all employees with a fully paid health plan option and contribute up to $23,061.12, the composite rate for the Traditional Kaiser plan. Contributions for full-time and part-time employees will be calculated in accordance with the existing contract definitions including proportional adjustments for part time assignments.**

- **Recommendation 5: If an employee selects a health plan with an actual premium rate exceeding $23,061.12, the employee will be responsible for paying the difference.**

- **Recommendation 6: Effective January 1, 2027, if a unit member selects a health plan with an actual annual premium cost below $23,061.12, the District shall make an annual contribution to the member's eligible Health Savings Account (HSA) equal to the difference between $23,061.12 and the actual annual premium cost of the selected plan. In no event shall the District's contribution exceed the maximum IRS contribution limit for self-only coverage that is in effect as of January 1 of the applicable plan year.**

Chair's note: During the mediation phase of the day, the Panel explored several "Supposals" or "What if?" scenarios in an effort to bridge the gap between the parties and resolve the impasse. One such scenario involved hypothetically addressing the 2028 Plan year, even though that year was outside the scope of the issues before the panel. The Chair believes the parties were close to settlement, but could not finalize an agreement because of the significant gap between their positions for 2028 Plan year structure.

It is hoped that these recommendations will assist the parties in resolving this impasse. In considering these recommendations the Chair urges the parties to consider:

- The parties will be at the bargaining table for 2027-2028 anyway;
- Participating, with fidelity, on the recommended Health and Welfare Committee could help narrow the gulf between the parties.

Respectfully submitted,

Donald S. Raczka, Chair

For the District:

X	Concur
	Concur in part
	Dissent
	Dissent in part

(Comments may be Attached)

Irma Rodriguez Moisa (Oct 31, 2026 17:28:06 PDT)

Irma Rodriguez-Moisa , District Panel Member

For the Association:

	Concur
X	Concur in part
	Dissent
X	Dissent in part

(Comments may be Attached)

Tom Pinkava, Association Panel Member

Concurring and Dissenting Report of Panel Member Pinkava

PERB Case # LA-IM-4227-E

Between Ventura Unified School District and Ventura Education Support Professionals Association

Pinkava, Union Panel Member, concurring in part and dissenting in part:

I concur with the Chair's recommendations regarding: salary (Recommendation 1); eliminating the categories of Legacy and Non-Legacy and applying Health and Welfare benefits to all employees without distinction (Recommendation 2), and; the formation of a joint health and welfare advisory committee, as well as the direction pertaining to the committee's meeting schedule and responsibility (Recommendation 3). I disagree with Recommendations 4, 5, and 6.

While significant progress was made by both sides in exploring potential avenues for resolution, ultimately, the parties were unable to reach agreement. Based on the information provided by VUSD and VESPA detailing the history of negotiations, total compensation addressing wages and health and welfare benefits has been the primary issue in dispute in this bargain and throughout impasse.

Specifically, the District has sought through multiple proposals, including its most recent September 18, 2026 proposal, the implementation of a "hard cap" health and welfare benefit structure. VESPA has consistently and vigorously rejected such a model. The bottom-line is that Recommendation 4 would result in a "hard cap" of $23,061.12.

Similarly, VESPA has pushed to maintain fully funded health benefits while also proposing adjusting the threshold for full-time employment and benefits from 40 hours to 35 hours per week and prorating hours for purposes of benefit contributions from 20 hours per week to full-time. The District consistently rejected these proposals.

The focus of my dissent will be on Recommendation 4, however, Recommendations 5 and 6 are intrinsically linked to Recommendation 4 and thus may not be divorced. It should be noted that I do not disagree with Recommendation 6 in its entirety, only how is has been connected to Recommendation 4 and the $23,061.12 "hard cap" amount.

I do want to make clear that, despite my dissent, I acknowledge that the Chair's recommendation is a significant improvement over the District's prior proposals. Together, Recommendation 1 on salary and Recommendation 2 on eliminating the categories of Legacy and Non-Legacy affirms VESPA's arguments regarding District finances and VUSD's ability to afford aspects of VESPA's proposals on total compensation. I also note that Recommendation 4 includes establishing "full-time" as 37.5 hours per week, down from 40 hours per week.

However, I specifically take issue with two assertions in the report: 1) the parties reached a "conceptual agreement," and; 2) "providing 100% coverage for every available health plan option, particularly the traditional PPO at the composite rate, is not financially sustainable for the District." I also believe the recommendations do not go far enough in addressing VESPA's arguments for adjusting the threshold for full-time employment and benefits from 40 hours to 35 hours per week and creating a more equitable and prorated health and welfare benefit contribution structure for those employees working 20 hours per week to full-time. With respect to full-time, the recommendation for 37.5 hours per week is certainly progress,

but the spread between 37.5 hours and 35 hours per week is entirely affordable and doable. For these reasons, I must dissent.

Post Factfinding Mediation and Whether the Parties Reached a "Conceptual Agreement"

It is inaccurate for the Chair to frame any recommendations, even "generally," as following the terms of a "conceptual agreement." Clearly, there was disagreement on some concepts explored during mediation, otherwise we would have reached resolution and there would be no need for this dissent. Simply put, there was no agreement, "conceptual" or otherwise.

The District Has the Ability to Maintain the Status Quo

At the heart of any factfinding hearing, similar to any arbitration, are the questions: Who carries the burden of proof, and has that party met that burden? In general, the party asserting the claim, i.e., to change the status quo, has the burden of proof.[1]

In this case, it is the District which is seeking to make a change to the status quo by demanding a cut to health and welfare benefits, therefore it is the District which bears the burden of proof. (Similarly, VESPA bears the burden of proof with respect to adjusting full-time to be 35 hours per week and prorating benefit contributions, both discussed below). And in order to prove the necessity for this change, the District must not just assert it, it must show that it does not have the ability to pay the current cost (the status quo). The District has not demonstrated an inability to pay and therefore cannot meet its burden of proof.

When an employer makes an inability to pay argument, they are seeking to change the status quo and demonstrate that current circumstances necessitate cost savings. In this hearing, the District made no attempt to demonstrate the necessity for cost savings and did not make an inability to pay argument. Indeed, there were no facts presented which support a change to the status quo on health care benefits. Therefore, Recommendation 4 and the Chair's Statement that, "providing 100% coverage for every available health plan option, particularly the traditional PPO at the composite rate, is not financially sustainable for the District," is completely unsupported by the facts presented before the panel.

The District's presentation can generally be characterized as follows: (1) unsupported, shallow, and inconclusive financial analysis arguments pertaining to declining ADA, LCFF revenue increases, and minimum unrestricted reserve requirements, and; (2) self-serving and skewed comparability analysis. Both are meant to support the District's position for a "hard cap" health and welfare benefit structure. Neither are connected to any attempt to demonstrate needed cost savings. Accordingly, any changes to current fully paid health benefits are unnecessary.

In response to District arguments pertaining to declining ADA, VESPA does not dispute that VUSD has experienced a loss of students. However, the burden is on the District to then further demonstrate that the loss in ADA necessitates a change in the status quo pertaining to fully paid employee health benefits. No such nexus was argued or proven.

[1] Elkouri & Elkouri, How Arbitration Works, Eighth Edition, pg. 8-104, E. Burden of Proof

Likewise, arguments regarding LCFF Revenues and minimum unrestricted reserve amounts similarly do not prove that a change in the status quo pertaining to fully paid employee benefits is necessary. Additionally, as demonstrated by VESPA in Tab 7 of its factfinding presentation:

> *With the 2026-27 State Budget, the year-to-year increase in LCFF Revenues are up $5.7 million or 3.11%, from $183.4 million to $189.1 million. Additionally, the District has neglected to include $20.5 million in other state revenues as part of total revenue projections for 2026-27. This is despite their acknowledgement and recognition of these dollars as part of their May Revision presentation on May 26, 2026 and 2026-27 budget presentation on June 9, 2026. Furthermore, according to their own board documents, the District anticipates $2 million in annual savings generated by installation of solar panels across the District.*
>
> *Additionally, at the end of the 2025-26 fiscal year, as reported in the unaudited actuals, unrestricted reserves came in better than anticipated and are currently 11.30% of total outgo. In fact, since 2022-23, unrestricted reserves have grown and are projected to continue to increase this year.*

The District made no arguments contradicting the Union's position. In fact, when reviewing the District's presentation overall, the only specific arguments addressing and supporting its proposal for a "hard cap" and change in the current health and welfare benefit structure are on Tabs 12, 33, and 37.

With respect to Tab 12, the District argues, "The District spends more of its General Fund Resources on health and welfare benefit premiums for current employees than many comparable districts." This is a comparability argument, not an inability to pay argument. Additionally, VESPA's presentation proves the District's argument false.

It should be noted that the best method of comparing how and what a District spends its revenue on is to compare any given category with the District's total expenditures, inclusive of transfers out and other uses (also called total outgo). This is the method the State requires the District use to determine the amount of money the District is required to keep in reserve. This is usually expressed as a percentage of total outgo and serves as an apples-to-apples comparison with other school districts and also demonstrates a district's maintenance of effort over time, accounting for dollar increases in spending.

According to VESPA, when only Health Benefits, as a percentage of Total Outgo are compared, among its comparability group, comprising 13 other districts, Ventura is squarely in the middle of the pack ranking 7 out of 13 (Figure 1).

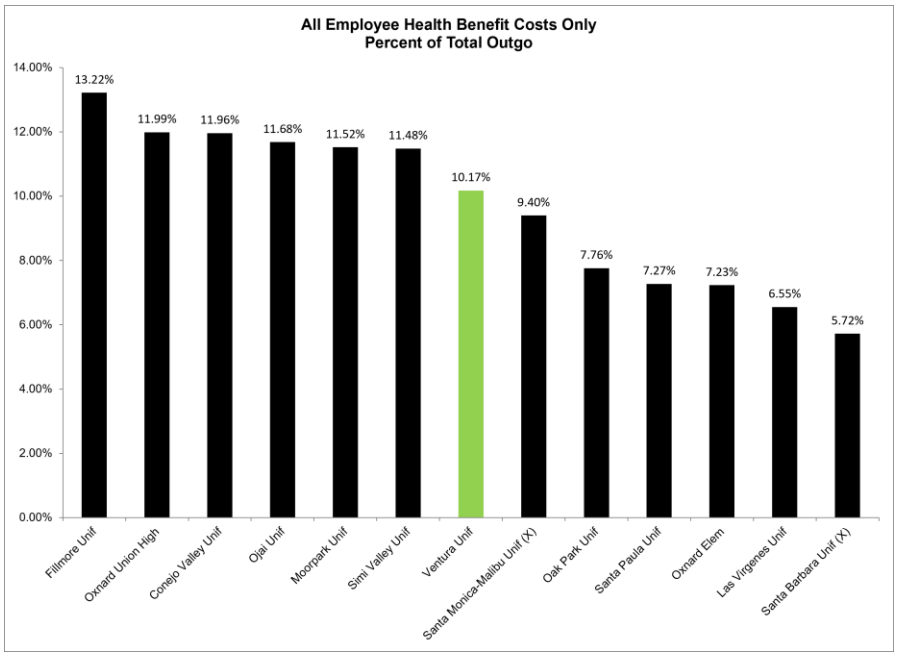


Figure 1

Additionally, the charts below demonstrate: 1) While Total Expenditures increased by $38.6 million between 2021-22 and 2025-26, H&W Benefit Expenditures over this same period remained relatively flat, increasing just $2.98 million (Figure 2), and; 2) As a percent of Total Outgo (Total Expenditures), between 2021-22 and 2025-26, H&W Benefit Expenditures actually ***decreased*** from 10.02% to 9.67% (Figure 3).

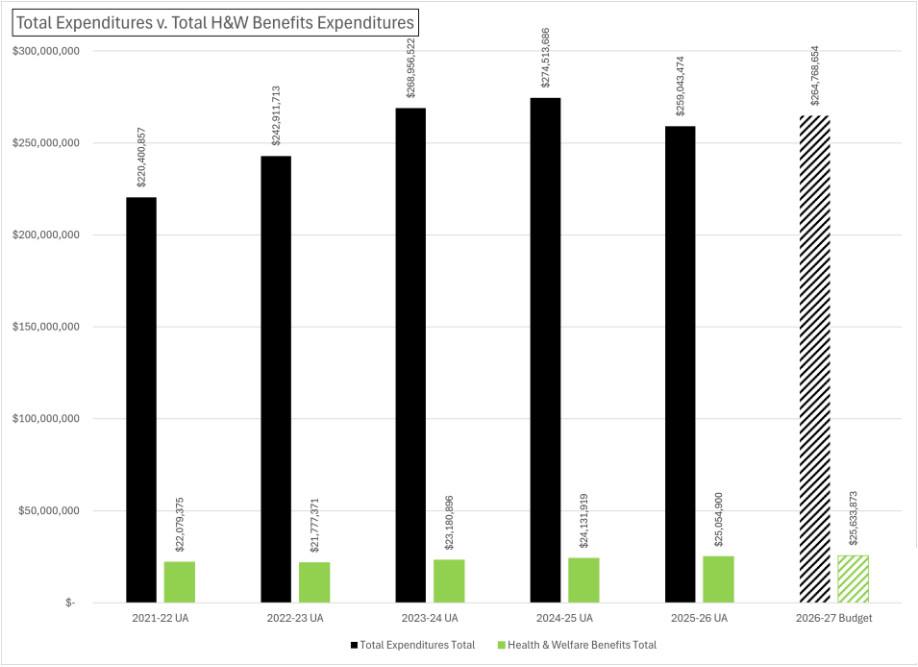


Figure 2

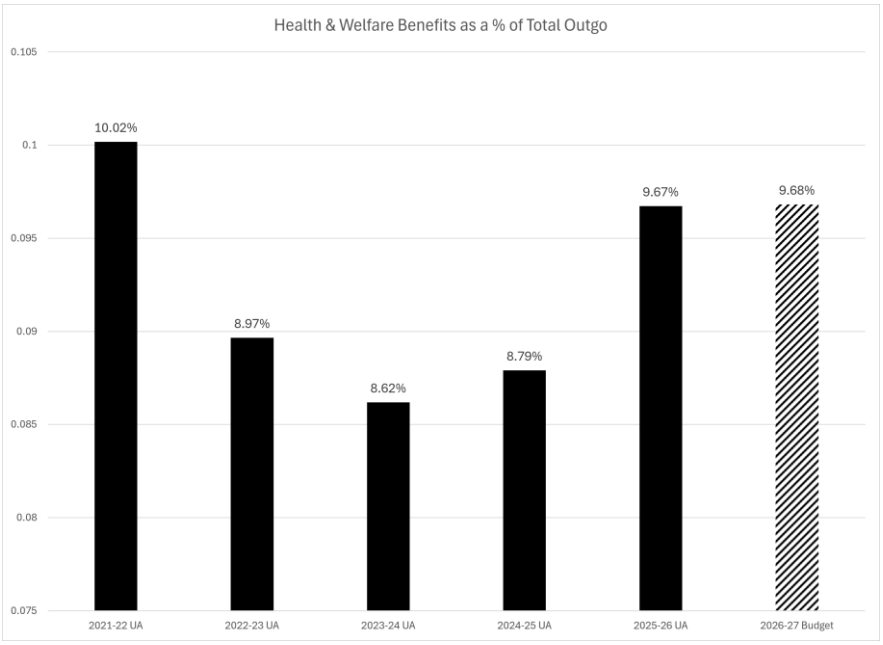


Figure 3

This means that as District revenues increase and expenditures increase, as is normal, the percent of total outgo spent on health benefits remains relatively flat, indicating that the District has not shifted spending from other areas of the budget to health care. This is significant. If the District was spending more than normal and could not afford to continue to pay the status quo, the District would have demonstrated such in its factfinding presentation.

With respect to Tab 33, the District argues, "The District is very competitive in total compensation." Again, this is a comparability argument, not an inability to pay argument. And, in any case, VESPA's presentation demonstrated otherwise.

Conveniently, in this argument, the District's presentation focused its geographic comparability analysis entirely on total compensation only. While it's true, salaries are competitive, it is also important to highlight, based on the District's analysis, the data regarding "Maximum Monthly Benefit Contribution." In this area, Ventura ranks 6 out of 10, with 5 other districts contributing higher maximum monthly benefit contributions towards health and welfare benefits.

While it's true that health and welfare benefit structures vary and "legacy" VESPA members at "fully paid" generally receive better health and welfare contractual benefits than other comparable groups, the comparability data does not support one cost share structure over another. And other districts within the geographic region, per VUSD's own data, are actually paying more towards employee health and welfare benefit contributions.

It is also significant to note that while, "comparison of wages, hours, and conditions of employment of the employees involved in the factfinding proceeding" is criteria to be considered by the panel, so is the "financial ability of the public school employer." Gov Code 3548.2(b) does not assign more weight to one criterion over the other. For this reason (putting aside the comparability data for the moment), I reiterate that the District has not demonstrated a need to reduce current fully paid health benefits and implement a "hard cap."

With respect to Tab 37, the District argues, "The Association has acknowledged that the current benefit structure is problematic and fiscally unsustainable." First, and again, this is not an inability to pay argument. Second, it is a gross exaggeration and misrepresentation of the Association's current position on health and welfare benefits, its interest in exploring potential cost-savings for the future, and outdated contract language. The language in the CBA speaks for itself, as does the Association's positions throughout this bargain. As the panel member appointed by the Association, I know VESPA supports the formation of a joint health and welfare advisory committee as outlined in Recommendation 3. The Association's mutual and willing interest in exploring cost-saving options and alternatives for the future does not equate to a whole-sale restructure of its current contractual benefits. The District's argument on Tab 37 should be ignored in its entirety.

The above reasons explain why the District cannot, and therefore did not, make an inability to pay argument. Since it is the party seeking to change the status quo, it has the burden of proof. The District has not met its burden. Furthermore, the District can afford to maintain the status quo, therefore there should be no change to health care benefits.

Recommendation 4 and Its Impact on "Legacy" VESPA Members Effective January 1, 2027 and Beyond

128 "Legacy" VESPA members are currently enrolled in the Traditional PPO Composite Rate plan of $25,912. For those members, under Recommendation 4, effective January 1, 2027, their out-of-pocket cost would be $285.09/month (tenthly). Using round numbers for purposes of this example, for a full-time employee currently at 40 hours per week, an increase of $1.00/hour would result in an increase of $40 per week or $160 per month. With the new out-of-pocket cost, for "Legacy" VESPA members currently enrolled in the Traditional PPO Composite Rate plan, they would suffer a wage cut of $125.09 per month.

For someone employed at 35 hours per week, under 20.2.1 of the current CBA, the District is responsible for paying 75% of the cost of the Traditional PPO Composite Rate plan. 75% of $25,912 is $19,436.25. As it stands, an employee electing enrollment in this plan, even at 35 hours per week, is paying $647.58 out-of-pocket per month (tenthly). Using round numbers for purposes of this example, an increase of $1.00/hour would result in an increase of $35 per week or $140 per month. Under Recommendation 4, at 75% of $23,061.12, the employer will contribute $17,295.84. For the employee, their out-of-pocket cost would skyrocket to $861.62, an increase of $214.04 per month over what they are currently paying, erasing the $140 per month increase and potentially cutting them out of affording health care entirely.

Recommendation 4 is a "hard cap" of $23,061.12 effective January 1, 2027. There is no scheduled increase to this amount unless bargained and mutually agreed to by the parties. This means that effective January 1, 2028, should the Traditional Kaiser Composite Rate plan premium increase above the current $23,061.12, there is the potential for an increase in the out-of-pocket cost not just to those members enrolled in the Traditional PPO Composite Rate plan, but also for the 240 "Legacy" VESPA members currently enrolled in the Traditional Kaiser Composite Rate plan.

Recommendation 4 and Establishing Full-Time as 35 Hours Per Week and Prorating Benefit Contributions

With respect to establishing full-time as 35 hours per week and prorating benefit contributions from 20 hours to full-time, VESPA carries the burden of proof. As previously stated, on the issue of establishing full-time as 35 hours, the recommendation for 37.5 hours per week is certainly progress and an indication that the chair, at least in part, agrees with VESPA's arguments presented in factfinding. It is within the District's ability, however, to improve upon this recommendation and meet VESPA's 35 hour per week proposal. VESPA's comparability arguments also support its position to establish full-time as 35 hours per week and prorating benefit contributions from 20 hours to full-time.

The following serves to summarize and reinforce VESPA's arguments demonstrating that it has met the burden of proof to support its positions to establish full-time as 35 hours per week and prorating benefit contributions from 20 hours to full-time:

- As outlined under Tab 7 of VESPA's factfinding presentation: Fact 1, Fact 8, Fact 9, Fact 10, Fact 11, Fact 12, and Fact 13 all speak to the District's financial health and their ability to afford VESPA's proposals on these subjects.
- As outlined under Tab 8 of VESPA's factfinding presentation: Fact 5 speaks to the District's financial health and their ability to afford VESPA's proposals on these subjects.
- As outlined under Tab 10 of VESPA's factfinding presentation: Fact 1 speaks to the District's financial health and their ability to afford VESPA's proposals on these subjects.

Acknowledging that any change to current contractual health benefits must be balanced with other economic proposals contained in both the Chair's report and this dissent, establishing full-time as 35 hours per week and prorating benefit contributions from 20 hours to full-time will have a minimal cost and effect on ongoing district expenditures. This is because the number of VESPA bargaining unit members between 37.5 hours and 35 hours amounts at best to only a handful of employees.

Based on recent data provided by VUSD to VESPA, there are 505 FTEs at 35+ hours per week. 477 of these individuals are 1.0 FTE at 40 hours per week and already receiving 100% coverage. VESPA's proposal would then apply to the remaining 28 FTEs, some of which may already be included in the Chair's recommendation of 37.5 hours. It is important to keep in mind that for these individuals, the District would not be going from 0% to 100% of the cost of benefits but rather from covering 75% to 100%. The additional cost associated with this proposal is budget dust.

For purposes of prorating benefit contributions from 20 hours to full-time, we need only revisit the example in the section above to understand part-time employees, out-of-pocket costs associated with enrollment in health benefits, and what this would mean to increases in district expenditures. Among part-time employees within the VESPA ranks, those who are enrolled in health benefits in many cases are working solely for their health benefits. These are individuals who literally see little to nothing in take home pay. Wages are completely swallowed up by out-of-pocket health care costs. For some, their pay does not cover minimal health care costs, and they are writing a check to the District at the end of each pay period to cover what they owe in remaining out-of-pocket costs. For this reason, the intent of VESPA's prorated benefit contribution proposal is not so much to expand benefit enrollment as it is to provide some relief to those bargaining unit members most in need.

As demonstrated in the table below, using the Traditional Kaiser Composite rate as an example, even after prorating benefit contributions from 20 hours per week to the new proposed benchmark of 35 hours per week, annual out-of-pocket costs for those working 20-29 hours per week still range from $9,883.34 to $3,953.33. At these high-cost amounts, it is fair to say that costs associated with increased health care enrollment among part-time VESPA members will be negligible.

Hours	Current District Coverage	Current EE OOP	Current OOP at Traditional Kaiser Composite ($23,061.12)	District Prorated at 35 Hours	EE OOP Prorated at 35 Hours	Proposed EE OOP at Traditional Kaiser Composite ($23,061.12)
40	100%	0%	$0	100.00%	0.00%	$0.00
39	75%	25%	$5,765	100.00%	0.00%	$0.00
38	75%	25%	$5,765	100.00%	0.00%	$0.00
37	75%	25%	$5,765	100.00%	0.00%	$0.00
36	75%	25%	$5,765	100.00%	0.00%	$0.00
35	75%	25%	$5,765	100.00%	0.00%	$0.00
34	75%	25%	$5,765	97.14%	2.86%	$658.89
33	75%	25%	$5,765	94.29%	5.71%	$1,317.78
32	75%	25%	$5,765	91.43%	8.57%	$1,976.67
31	75%	25%	$5,765	88.57%	11.43%	$2,635.56
30	75%	25%	$5,765	85.71%	14.29%	$3,294.45
29	50%	50%	$11,531	82.86%	17.14%	$3,953.33
28	50%	50%	$11,531	80.00%	20.00%	$4,612.22
27	50%	50%	$11,531	77.14%	22.86%	$5,271.11
26	50%	50%	$11,531	74.29%	25.71%	$5,930.00
25	50%	50%	$11,531	71.43%	28.57%	$6,588.89
24	50%	50%	$11,531	68.57%	31.43%	$7,247.78
23	50%	50%	$11,531	65.71%	34.29%	$7,906.67
22	50%	50%	$11,531	62.86%	37.14%	$8,565.56
21	50%	50%	$11,531	60.00%	40.00%	$9,224.45
20	50%	50%	$11,531	57.14%	42.86%	$9,883.34

Figure 4

Additionally, Fact 17 of VESPA's analysis under Tab 10 of their presentation supports their argument for establishing full-time as 35 hours per week and prorating benefit contributions from 20 hours to full-time. According to VESPA:

> *Among its comparability group, Ventura and only three other districts do not provide proportional health benefit contributions. Additionally, among its comparability group, Ventura and only two other districts require full-time benefits at 40 hours per week for classified staff. (The analysis regarding proportional benefits and full-time benefits excludes Oxnard HS who provides fulltime benefits for 30-40 hrs after 5 years of service). Based on this information, VUSD currently cuts more classified staff out of full-time health benefits than 10 other school districts*

within their comparability group. It should be noted that 7 of these districts provide full-time benefits at 30 hrs per week. VESPA's current proposal places the threshold at 35 hrs per week.

District	Fulltime Health Benefit Equivalent Hrs/Wk	Proportional Health Benefit Contributions 20-40 hours
Conejo	30	Yes
Fillmore	30	Yes
Oxnard SD	30	No
Santa Barbara	30	Yes
Santa Paula	30	No
Simi Valley	30	Yes
Ojai	32.5	Yes
Las Virgenes	35	Yes
Santa Monica-Malibu	35	Yes
Oxnard HD	40*	*75% for 20-30 hrs @ 5 years service *100% for 20-30 hrs @ 10 years service *100% for 30-40 hrs @ 5 years service
Moorpark	40	No
Oak Park	40	Yes
Ventura	40	No

Figure 5

Conclusion

First, while I acknowledge the ongoing costs associated with Recommendation 1 and 2 and its impact on total compensation, the report did not site these recommendations in support of Recommendation 4 or any rationale for why the District is unable to meet VESPA's proposals to establish full-time as 35 hours per week and prorate benefit contributions. For this reason, and as supported by arguments the Association put forth during its factfinding presentation, as well as those which I have further contributed here as part of my dissent, in addition to Recommendations 1 and 2, the District can afford to maintain fully paid health benefits, establish full-time as 35 hours per week, and prorate benefit contributions.

Second, the report notes in its conclusion that the panel explored several "Supposals" including "one such scenario…addressing the 2028 plan year, even though that year was outside the scope of the issues before the panel."

VESPA's CBA expired June 30, 2025. The current dispute before the factfinding panel is regarding negotiations for a successor contract. According to the TA reached by the parties on "TERM," the successor agreement shall be effective from July 1, 2025 through June 30, 2028 (VUEA & VESPA Joint

Factfinding Presentation, p. 3-149). Additionally, as agreed to by the parties in 46.1.1, "In both years, 2026-2027 and 2027-2028, total compensation will be re-opened unless there was a multi-year agreement." Therefore, addressing the 2028 plan year is not, "outside the scope of the issues before the panel," as the report suggests. In accordance with their TA on 46.1.1, the parties are perfectly within their right to mutually entertain changes to current health and welfare benefit structures in resolving this impasse.

For these reasons, any potential resolution should include the 2028 plan year and beyond. Addressing the 2028 plan year and beyond would provide stability to both VUSD and VESPA on health and welfare benefits. Given the impasse before the parties, it would also go a long way towards establishing labor peace.

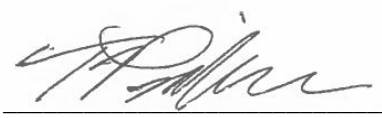
Recommendation 3 is a legitimate step forward towards tasking a joint labor/management committee with addressing potential cost-saving options and alternatives for the future, but speaking from my professional experience supporting local associations in health benefit committee deliberations, including over the last 6 years as a member of the CTA Health Care Cadre, the timelines for identifying plan design changes, going out on the market, and reviewing any potential RFP takes time. And even after completing this entire process, there are no guarantees.

As I have stated, in my assessment, alongside Recommendations 1 and 2, the District can afford to maintain the status quo with respect to fully paid benefits and satisfy VESPA arguments for setting full-time as 35 hours per week and prorating benefit contributions. However, given the comments above regarding the 2028 plan year and beyond, I would be remiss if I didn't mention as part of this dissent the Association's August 4, 2026 proposal.

Under this proposal, as it applies to health benefits, effective January 1, 2028:

- *Single & 2-party HSA plans fully paid (no employee contributions)*
- *Pre-tax contributions of 1% of base salary FT HB equivalents only for all other plans (HSA family and two composite rate plans)*

VESPA has stated repeatedly its opposition to a hard cap and explained that any changes to current health and welfare benefit structures must be fair and equitable. Recommendation 4 is not. The Association, however, has proposed an alternative, as part of their August 4, 2026 proposal, that it maintains is fair and equitable. This should be something which the VUSD Board of Education seriously considers, especially when labor action and an interruption to the educational process are imminent.



Tom Pinkava: Union Panel Member
October 30, 2026

IN THE MATTER OF VENTURA UNIFIED SCHOOL DISTRICT and VENTURA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (VESPA)

PERB CASE NO: LA-IM-4227-E

FACTFINDING PANEL MEMBER
IRMA RODRIGUEZ-MOISA'S CONCURRENCE

I generally concur with the Chair's recommendation as it reflects a fair and equitable result for the Parties as it balances the significant wage increases received by VESPA members in the last few years and allows for a pathway to manage future increasing health and welfare benefit costs.

The recommendation recognizes that VESPA members' total compensation ranks at the top for comparable districts and statewide. This is represented by facts analyzing wages for the 10 classifications with the most unit members (including Paraeducator II, Custodian, Bus, Driver, Child Nutrition Assistant I, and Campus Supervisor, which account for 40% of full time equivalents members in the unit.) It also accounts for the fact that in 2023-24 VESPA received A 10% ongoing increase in pay, and for 2023-24, the effect of the $2.00 per hour increase amounted to an average 10.41% increase to the unit (with individuals receiving between a 6% and 23.53% increase in their pay.)

The Chair's recommendation differs from the District's proposed uniform percentage increase to the schedule, (a flat dollar amount versus percentage increase to the schedule). Nevertheless, it is a benefit to VESPA members who are at the lower end of the salary schedules with a proportionately higher increase to their rate of pay than others. The recommendation should not be indicative of the approach for settling future wage increases; for now, I concur that it does meet the present interests of the Parties.

With regard to health and welfare benefits, I concur with the recommendation. Although VESPA urged in its factfinding presentation that not only should the District pay for the full cost of any plan, and that it could afford it, that position ignores the long-term perspective the District has been insisting upon to make sure there is value in the plans for the amounts that are paid and that the Parties not ignore the need to maintain competitive wages to attract and retain employees. The Chair's recommendation moves in that direction.

The recommendation is supported by data from comparative districts presented by the District, showing that not one provides fully paid benefits. VESPA did offer a slightly different comparative group, however, only one of VESPA's comparative districts pays for the full premium (besides VUSD) and the other districts have limits up to the amount of or tied to a specific plan. Strikingly, VESPA did not offer one example of a district where employees only pay 1% of their base pay towards their health benefit contribution.

The elimination of the Legacy and Non-legacy differential allows the non-legacy members to immediately benefit from a higher District contribution towards benefits, than they would receive under the current health and welfare benefit structure.

The Chair's recommendation further accounts for the fact that the District already spends more on health and welfare benefits than do most of the comparative districts. The recommendation ensures that the District's defined contribution of $23,061.12 is sufficient to pay for the plan currently utilized by most VESPA members, (Traditional Kaiser Composite Rate). In effect, this is the status quo result VESPA sought, since most members may not have an out of pocket premium expense through at least the end of the 2027 calendar year. As a personal observation, VESPA's avoidance of a defined maximum employer contribution or a cap towards health benefit contribution at all costs, is unpersuasive, as it and its members are not strangers to the concept of a defined contribution. For some time non-legacy unit members have made decisions based on a defined $16,500 contribution towards their health benefit plan choices.)

With regard to the Chairs' recommendation that 37.5 hour employees be eligible for health and welfare benefits as a full-time employee, the defined District contribution of $23.061.12 is the factor that allows my concurrence to extend full-time benefits to 37.5 hour employee. An undefined contribution would certainly not support an extension of this benefit to less than 37.5 hour unit members. The recommendation is a fair compromise.

Additionally, I concur with the recommendation that the parties form a joint health and welfare advisory committee to develop recommendations for quality, cost-effective medical plan options and help educate VESPA members about their health care plan options. The Chair's recommendation considers that the district's defined contribution will remain in effect until a new agreement is reached; this is the much needed motivator for both the District and VESPA to begin the committees' work, sooner rather than later, in 2027 to effectively evaluate and explore options that will realistically and collectively address the rising cost of health benefits. Once the committee delivers its recommendations, the parties can meet and negotiate over any changes and tailor their plan offerings to manage premium costs and presumably reach a good faith agreement well before the start of the next plan year.

For these reasons, I concur.

Respectfully,

Irma Rodriguez-Moisa