

## FACT FINDING DISCUSSION AND RECOMMENDATIONS

### In the Matter of the Impasse Between

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Employer

-and-

UNITED TEACHERS OF LOS ANGELES  
Exclusive Representative

PERB CASE NO: LA-IM-4213-E

Report Issued  
March 30, 2026

Formal Hearing Held on March 9 and March 11, 2026  
United Teachers of Los Angeles  
3303 Wilshire Blvd  
Los Angeles, CA 90010

### Members of the Fact Finding Panel

#### Impartial Chairperson:

Donald Raczka, Fact Finder

#### Employer Panel Member:

Kristen Murphy, Associate Superintendent Talent and Labor Relations  
Los Angeles Unified School District

#### Union Panel Member:

Brian McNamara, Director of Organizing and Representation  
United Teachers of Los Angeles

### Making Presentations to the Fact Finding Panel:

#### For the Union:

Cheryl Coney, Executive Director United Teachers of Los Angeles  
Meredith Schafer, Director Strategic Research, United Teachers of Los Angeles  
Gloria Martinez, Treasurer, United Teachers of Los Angeles  
Julie Van Winkle, AFT Vice President, United Teachers of Los Angeles  
Jennifer McAfee, Secretary, United Teachers of Los Angeles  
Whitney Turner, Bargaining Team Member, United Teachers of Los Angeles

#### For the Employer:

Matt Phillips, School Services of California, Inc.  
Ellen Wu, Attorney, Dannis Woliver Kelley

## **DISTRICT AND UNION DESCRIPTIONS**

The Los Angeles Unified School District (“District” or “LAUSD” or “Management”) is the second-largest public school district in the United States, serving a diverse student population across the city of Los Angeles and several surrounding communities. Encompassing over 700 square miles, the District operates more than 1,000 schools and educational centers, including traditional, magnet, charter, and early education programs. The District is committed to providing equitable access to high-quality education for all students, with a strong focus on academic achievement, social-emotional support, and college and career readiness. Guided by its Local Control and Accountability Plan (LCAP) and Strategic Plan, the District works collaboratively with parents, families, staff, and other educational partners to ensure that every student graduates Ready for the World.

In 2024-25, the District served over 557,000 students in Pre-Kindergarten through Adult Education. Approximately 84% of our student population are either eligible for free and reduced-price meals, are English Learners, or are in the foster care system. The District’s highest priority is to meet the varied needs of its students, which is informed by the rich diversity of our student population where 83,923 students are learning to speak English proficiently and 73.1% of our student population is Latino, 9.9% is White, 7.1% is Black / African American, 3.6% is Asian, 1.8% is Filipino, and less than 1% is American Indian, Alaska Native, or Pacific Islander. Los Angeles Unified embraces strategies that aim to close the equity and opportunity gaps for our students, including the targeted student populations identified in the Local Control Funding Formula (LCFF): English Learners, students in foster care, and students from low-income families. Supporting and increasing student success cannot be done without our approximately 78,000 employees, which includes teachers, classified personnel, and administrators who are instrumental in helping Los Angeles Unified achieve its goals and objectives for improving student outcomes.

The United Teachers Los Angeles (“Union” or “UTLA”) is a union of 37,500 LAUSD educators, including classroom teachers, Psychiatric Social Workers, School Psychiatrists, Nurses, Counselors, and others providing education and critical support to students. UTLA members work in Elementary, Middle and High Schools as well as Early Education Centers, Primary Centers, Special Education Centers, Options Schools, Virtual Academies, Adult Education and the Districts Central and Regional offices.

## **PROCEDURAL BACKGROUND**

On February 17, 2026, the Public Employment Relations Board, (PERB), confirmed my appointment as the neutral Chair of the Factfinding Panel in the case of an existing impasse between Los Angeles Unified School District and the United Teachers of Los Angeles. The governing statute is Educational Employment Relations Act, specifically Article 9 (Impasse Procedures) of this Act. The parties mutually agreed to waive the timeline to hold the Hearing on March 9 and 10, 2026, and agreed to a publishing date of this report no later than March 30, 2026.

On a tripartite panel such as this, each party's representative is responsible for ensuring that their "client's" position is clearly understood by the neutral Chair. In that sense, they are inherently partisan. However, after chairing dozens of factfinding panels over the past ten years, I have found the process works best when party-appointed panel members come from outside the immediate organization and are somewhat removed from the bargaining table.

In this case, both panel members served as Chief Bargainers for their respective organizations. I found both panel members to be extremely professional and quite skilled at positional bargaining. They clearly are and acted like professionals. My only point here is that, in my experience, successful fact finding panels have a different composition toward resolution from those chairing their respective bargaining teams. Should the parties return to factfinding in the future, the process would likely be better served by appointing individuals not so personally invested with the negotiations.

### **FACTFINDING CRITERIA**

As stated above, factfinding falls under the Impasse Procedures governed by the Educational Employment Relations Act (Section 3548). Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third-party panel chair in an Educational Employment Relations Act (EERA) factfinding does not decide but merely provides recommendations. In essence, this makes factfinding an extension of bargaining. Ultimately, the parties must persuade one another of their positions, and the neutral chairperson goal is to provide an outside perspective to help the parties settle the dispute.

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 held their first bargaining session over a year ago, on February 18, 2025. They subsequently met 18 more times between February 21, 2025 and December 5, 2025. The parties reached tentative agreement on the following Articles:

- Article V – Grievance Procedures – 10-7-25
- Article IX-D - Temporary Reassignments – 12-2-25
- Article X – Education development, support and evaluation – 10-27-25
- Article XI-A – Urban classroom teacher program – 3-24-25
- Article XII-B – Charter schools – 11-10-25
- Article XX – Summer school / intervention – 12-2-25
- Article XXIV – Student discipline, legal support and property – 10-27-25
- Article XXV-A - Instructional committees – 12-2-25
- Article XXVIII – Safety – 10-27-25
- Article XXVIII-A - Emergency circumstances/school closures – 9-10-25
- MOU - Healthy green public schools – 11-03-25
- MOU - Support for lgbtqia+ students and staff – 10-7-25
- MOU Opportunities for professional growth – 11-10-25
- Article VII – Small learning communities – 2-24-26
- Article IX-B – Professional development – 2-24-26
- Article XIX – Substitute employees – 2-24-26
- MOU Autonomous schools – 2-24-26
- Article XXVII – Shared decision making – 3-2-26

## **ISSUES BEFORE THE PANEL**

In the materials prepared by the District, the number of issues before the panel was thirty-one:

- Article I – Recognition
- Article IV – UTLA Rights
- Article IX – Hours, Duties, Work Year
- Article IX-A – Assignments
- Article X-A – Discipline
- Article XI-B – Master Plan
- Article XII – Leaves and Absences
- Article XIII – Granting of Probationary Contracts, Reduction in Force
- Article XIV – Salaries
- Article XVI – Health and Welfare
- Article XVIII – Class Size
- Article XXI – Adult and Career Education
- Article XXII – Special Education
- Article XXV – Academic Freedom and Responsibility
- Article XXV – B & MOU BSAP
- Article XXV-C and MOU – Community Schools
- Article XXIX – Charter Co-Location
- Article XXXI – Working Conditions
- Article XXXII – Term of Agreement
- New Article – Use and Impact of Advanced Technology
- MOU Support for Immigrant Students and Families
- MOU Infant and Childcare, Early Education Programs

- New Article – Inclusive Practices
- MOU Restructuring Service Delivery
- Article XXIII – Early Education
- Article XXIII – A CSPP
- MOU Educational Options – Support for Students
- MOU Housing Support
- New Article – Virtual Academy

**THE CORE ISSUES**

On the first date of the Hearing, March 9, 2026, the Union offered a proposal titled “Outstanding Core Issues” which they described as showing significant movement from their last proposal and did not address all the issues listed above. At the end of the second day, March 11, 2026, the District presented a “Supposal” which they describe as also making movement on these Core Issues. These two proposals represent each side’s position on cost items and the Union and District panel members spent some time discussing how many total dollars each believe are available for compensation.

The Chair will prepare this report on these “Core Issues” and recommend Status Quo on all other items not addressed in this proposal.

**Core Issues**

<ul style="list-style-type: none"> <li>• Salary Schedule Restructuring</li> <li>• Year 2 Salary Increase</li> <li>• Stipends and Differentials</li> <li>• School Site Budgets</li> <li>• Class Size Reduction</li> <li>• Staffing Increases</li> <li>• Class Size Enforcement</li> <li>• Special Education Class Size and Case Load Maximums in All Settings</li> <li>• Paraprofessional requirement maintained in any restructuring, with current language</li> <li>• Class size and caseload cap chart</li> <li>• Class Size and Caseload Maximum</li> </ul>	<ul style="list-style-type: none"> <li>• Class Size and Case load enforcement</li> <li>• Inclusion</li> <li>• Special Education Restructuring</li> <li>• Funding for Community School Coordinator and Parent Representative</li> <li>• Limits on Subcontracting</li> <li>• Bring subcontracted work back</li> <li>• Employee priority of subcontracted staff</li> <li>• Use of Advanced Technology</li> <li>• Paid Parental Leave</li> <li>• Increase Arts and PE positions</li> <li>• Onsite Obligation</li> <li>• Supervision</li> <li>• Term of Agreement</li> </ul>
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Of these Core Issues, the largest cost to the District are the Salary and Compensation Proposals.

**SALARY AND COMPENSATION PROPOSALS**

**Union Salary and Compensation proposals**

The Union’s presentation provided an excellent cost analysis of its Salary & Compensation proposal (page 75 of the materials presented at the Hearing). The top priority for the Union in

this Article is a proposal to reconfigure the current salary schedules (the Chair will use the “T-Table” salary schedule for C-basis Educators as an example of the effects of the proposal) by:

1. Increasing the minimum starting salary from \$68,695 to \$77,670, or 13.1%;
2. “Even out” the percentages between columns with a stepped percentage increase;
3. “Even out” the percentages between rows to 1.5%;
4. Apply a minimum increase of 5% if a unit member’s new salary placement yields less than that;
5. Eliminate two rows of “salary points” so that the ending or top hurdle for movement on the schedule decreases from 98 salary points to 70 salary points;

This reconfiguration would happen effective July 1, 2025 and differences in pay would be retroactive to that date. The cost of this proposal for the 2025-26 school year would be \$555 million or 13.2%. A similar restructure would occur on other salary schedules within the CBA.

For the 2026-27 school year, the Union proposed an across-the-board increase of 3%, effective July 1, 2026.

**District Salary and Compensation Proposals**

Responding to a request by the Chair to address the Union’s proposed restructured schedule, the District proposed a salary schedule that would:

1. Increase the minimum starting salary from \$68,965 to \$73,999, or 7.3%.
2. “Even out” the percentages between columns with a stepped percentage increase
3. “Even out” the percentages between rows to 1.5%
4. Top Salary (30+ row 27) would increase by 3.9% from \$119,239 to \$123,923;

This reconfiguration would happen in two phases in the 2026/27 school year by 4% effective July 1, 2026 and another 4% effective January 1, 2027. Note: The District offers an alternative to the schedule reconfiguration and would agree to a 4% across the board raise on all current salary schedules on July 1, 2026 and an additional 4% effective January 1, 2027. This would raise the minimum starting salary to \$74,593 and the maximum salary to \$128,969 on the T-Table.

For the 2025-26 school year, the District proposed a one-time off schedule increase of 3%.

<b>SALARY COSTS</b>	2025-26		2026-27	ONGOING
UNION PROPOSAL	\$555M	13.2%	\$695M (\$555M+3%)	\$695M
DISTRICT PROPOSAL	\$126M	3%	\$252M (\$168M+\$84M)	\$336M

\*please note that the percentages listed in the table are rough estimates based on the agreed-upon cost of 1% of \$42M. There are some compounding and rounding issues that make the dollars and percentages estimates and not exact costs.

## OTHER COST PROPOSALS

### 1. **Class Size and Caseload Reductions**

- **11<sup>th</sup> and 12<sup>th</sup> grade academic classes.** Reduce 11<sup>th</sup> and 12<sup>th</sup> grade academic class size by 1 in 2026-27 and further reduction of 1 on June 30, 2027 (for 2027-28). The parties agree on this issue. Cost is estimated to be \$40M ongoing. (note: Union's proposal calls for implementation in 2027-28)
- **Secondary student to counselor ratios** to Union proposed reductions to 350 to 1 for 2026-27 and 275 to 1 beginning July 1, 2027. District countered with two categories of ratios with middle schools at 450 to 1 and a lower high school ratio of 375 to 1 in 2026-27 and 275 to 1 in 2027-28. Cost for Union proposal is estimated to be \$17.6M (note: Both proposals call for implementation for both 2006-27 and 2027-28 school years)
- **Special Education reductions.** The parties agree on Core Curriculum at a class size of 12. The parties have not agreed to District-proposed changes in Special Education class sizes for IDM and AUT-A. Additionally, the Union is proposing that Modified Core be reduced to 8 beginning in the 2026-27 and the District is proposing it be reduced to 9 beginning in the 2026-27 school year and 8 in the 2027-28 school year.
- **"Class Size Enforcement"** The Union proposed to pay unit members \$75 per day when class size or caseload maximums are exceeded. Cost is estimated to be \$6.4M
- **Additional staff for Student Support Services.** The Union proposed (Psychiatric Social Workers, Pupil Services and Attendance Counselors and School Psychologists with estimated cost of \$57.0M ongoing

2. **Stipends and Differentials.** The Union proposed raising all stipends and differentials by 12.6222% on July 1, 2025 and 3% on July 1, 2026. This cost is not broken down as a separate cost by either party.

3. **Elementary Preparation Time.** The Union proposed an increase to elementary teachers' preparation time by hiring more Arts and PE teachers to provide that time. Cost is estimated to be \$49.8M.

4. **Community Schools Funding.** The parties agree on an increase in the funding of Community Schools from \$250,000 to \$300,000 with an estimated cost of **\$3.5M**

5. **Parental Leave.** The Union proposed 4 weeks of fully paid parental leave and the District seems to have agreed with that proposal with added provisions of how an extension of that leave be compensated. Estimated cost is **\$4M**.

6. **Special Education.** The Union proposed several items dealing with Special Education: a provision that required paraprofessional be maintained in any restructuring; some class size and caseload maximums; enforcement of class size caps by paying stipend to teachers when class size is exceeded; some provisions for inclusion. The Union estimated the total cost of all its Special Education proposals to be \$17.6M. The Chair has listed the class size provisions under Class Size above and cannot determine cost of remaining proposals. The District estimates the ongoing costs of these proposals to be \$44M.

## **TOTAL COST OF “CORE ISSUES” PROPOSALS & AFFORDABILITY**

The panel spent a significant amount of time on the hearing dates discussing the “Cost of total package”. As stated above, the Union did an excellent job of costing out its proposals while the District did provide solid estimated costs of its salary proposal but described its commitments to the other cost items in its proposal as an addition 1.5% (approximately \$63M). The Chair prepared the chart below to assist his analysis for recommendations.

### **COSTS**

	2025-26	2026-27	2027-28
<b>UTLA</b>			
Salary	\$555M	\$695M	
Other Costs	\$0	\$173M	\$41M
<b>LAUSD</b>			
Salary	\$126 (1-time)	\$252M	\$84M
Other Costs		\$70M	\$35M

### **AFFORDABILITY**

The affordability of the proposals is central to any recommendations. On one hand, the Chair acknowledges the District’s confidence in its proposal, believing that they would not have made an offer they cannot afford. On the other hand, the Chair remains less certain of the Union’s claims regarding the affordability of its own proposal. The Union argues that the District can tap into its reserves and ending balances as key funding sources and suggests that full funding of the OPEB (Other Post-Employment Benefits) obligation is unnecessary. Additionally, the Union points to LAUSD’s assumptions regarding Proposition 98 funds as potential additional revenue. However, given the size and complexity of LAUSD's budget, verifying the accuracy of these claims would require considerable time and effort, well beyond the scope of the Chair's expertise in forensic accounting. It may indeed be true that the amount budgeted by the District into the OPEB account could be decreased and used for on-going salary costs. The Chair simply cannot answer that question and therefore cannot recommend doing so.

The Chair also recognizes that the guaranteed funding levels for Proposition 98 are likely to result in additional funding for schools, but considers it is premature to prognosticate how much those funds may be and how they will be allocated to schools. Recent history suggests a likely high probability that additional funds apportioned under Proposition 98 will be restricted and one-time in nature, and will not be available for employee compensation increases.

However, using one-time funds or reserve dollars to cover ongoing salary commitments is not a sustainable long-term solution. While historical trends or budget adjustments may provide opportunities to reallocate funds in the short term, this approach warrants careful scrutiny. A more thorough review by the bargaining teams could help identify areas where resources can be reallocated in a manner that balances immediate needs with long-term financial health. Due to

the complexity of LAUSD’s budget, thoroughly examining these claims would be time-consuming and labor-intensive—tasks that go beyond the Chair’s current capacity given the available information.

The other fact that the Chair finds puzzling is the newest Memorandum of Understanding between LAUD and its Union/Associations representing District Employees was not presented by either side. According to the Chair’s questions answered by the District, the cost of this MOU for all the Unions party to it is approximately \$300M over the next two years. Now UTLA’s portion of that was reported to be approximately half. The Chair believes these figures to be exactly wrong but approximately right – the number representing the cost could be lower than \$300M and the portion for UTLA may indeed be less than half. But we know that figure is significant, isn’t \$0, and should be a factor in considering total compensation. Health and Welfare benefits were not among the “Core Issues”, but since the costs of this agreement come out of the same general fund as salary increases, the Chair must consider those costs when making his recommendations.

Thus, the Chair will build from the District proposal in making his recommendations.

## **RECOMMENDATIONS**

**Recommendation 1: Term – The Chair recommends a three year Agreement, beginning July 1, 2025 through June 30, 2028. Compensation closed for all three years. Reopeners for 4 Articles each (non compensation) for 2027-2028.**

Building from the District’s proposal of March 11, 2026, the Chair suggests that all provisions that compose the amount equivalent to 1.5% in “other costs” instead be placed on the salary schedules within the CBA and those provisions revert to status quo.

**Recommendation 2: Compensation.**

**2025-26 3% off schedule;**

**2026-27 8% across the board effective July 1, 2026;**

**2027-28 3% effective January 1, 2028.**

For Parental Leave, both sides seemed to share the same 4 workweeks interest. The Chair is recommending the District’s last proposal with one modification on exhaustion of sick leave.

**Recommendation 3: Parental Leave – LAUSD proposal, Dated March 11, 2026, which gives 4 workweeks of parental leave, followed by the use of sick leave for the balance of the entire 12 weeks. If sick leave is exhausted, employee may continue on sick leave receiving his or her daily rate less that paid to a substitute.**

There was some discussion around a new contract article around Artificial Intelligence with interests around job security and discipline. The District proposed a Memorandum of

Understanding that called for a joint committee to discuss "GAI-related" issues and implementation. The Chair understands that the California State Department of Education has formed a working group on this very topic. The Chair believes that an MOU such as the District proposed represents a more prudent approach to a new and evolving topic. However, at least during the term of this MOU, it should address the Union's interests.

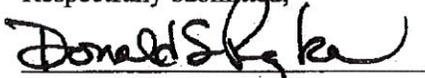
**Recommendation 4: Artificial Intelligence – LAUSD proposed Memorandum of understanding on "Use of Technology to Support Instruction" with added provisions that Advanced Tech (including Artificial Intelligence) will not replace bargaining unit positions or employees in doing work generally provided by bargaining unit and will not be used to surveil and share information of any employees or students.**

**Recommendation 5: All previously agreed upon TA's will be incorporated into the CBA.**

**Recommendation : All other Articles of the CBA remain Status Quo.**

The Chair hopes these recommendations will help the parties resolve this impasse.

Respectfully submitted,

  
Donald S. Raczka, Chair

For the District:

Concur  
 Concur in part  
 Dissent  
 Dissent in part  
(Comments Attached)

  
Kristen Murphy, District Panel Member

For the Union:

Concur  
 Concur in part  
 Dissent  
 Dissent in part  
(Comments Attached)

  
Brian McNamara, Union Panel Member

**Dissent Regarding the UTLA – LAUSD Fact Finding Report Dated March 27, 2026**

The Fact Finder’s report utterly fails to bring the parties closer to a settlement. In dismissing progress the parties have made on substantive issues, the report may serve to move the parties further apart than they were just a few weeks ago.

Over 37,000 UTLA members educate 390,748 LAUSD students in the second-largest school district in the United States. The Union and District Administration are in dispute over how a fraction of LAUSD’s 2025-26 \$12.5 billion operating budget and \$11.5 billion General Fund budget is spent on staffing, salary, and student support. **What was needed of the Fact Finder was a dive into the financial analysis of both parties to determine what portion of the budget could be allocated to these needs. What we received was a declaration that doing so is too “time-consuming and labor-intensive.”**

The report provides no analysis of LAUSD’s financial ability to address the needs identified in UTLA’s proposals and presentation, instead offering the following response to UTLA’s documented analysis of LAUSD’s financial position and ability to make significant improvements on all of the core issues:

*“...given the size and complexity of LAUSD’s budget, verifying the accuracy of these claims would require considerable time and effort, well beyond the scope of the chair’s expertise in forensic accounting.”*

And:

*“A more thorough review by the bargaining teams could help identify areas where resources can be reallocated in a manner that balances immediate needs with long-term financial health. Due to the complexity of LAUSD’s budget, thoroughly examining these claims would be time – consuming and labor-intensive – tasks that go beyond the Chair’s current capacity given available information”*

I submit that this is exactly the job of the Fact Finder and the stated point of the process — this is the “fact finding.” We expected the Fact Finder to roll up his sleeves, instead he threw up his hands.

The failure of the Fact Finder to even attempt to figure out the finances is a disservice to the educators and students of LAUSD and to the fact-finding process itself.

**The Fact Finder’s recommendation asks educators to scrap all proposals that address student needs in exchange for a pay increase. UTLA will not do that.**

Even on salary, the Fact Finder's recommendation fails to meet the needs of educators, whose salaries have lagged behind inflation over the past 10 years and of whom 21 percent are eligible for low-income housing and other county assistance. It fails to address the salary scale structure that both parties acknowledge is broken.

Instead of trying to bring the parties closer together, the Fact Finder decided to bring into his decision an already resolved issue that he states "was not presented by either side." This is the issue of the already existing health benefits covering 95,000 LAUSD employees and family members, represented by eight unions, which was negotiated and resolved three months ago at a separate multi-union bargaining table.

As UTLA's report states, spending on health benefits as a percentage of overall expenditure has remained relatively flat since 2014. This matter is irrelevant to the District's ability to address the proposals currently on the table and raising it in the report serves only to drive the parties further apart.

**The Fact Finders report fails to even weigh the proposals of either party against the statutory criteria for the fact-finding process and ignores progress made by the parties.**

UTLA presented a detailed report on its core proposals related to salary, class size reduction and enforcement, supports for Special Education students and educators, parental leave, staffing to support the social and emotional needs of students, the workload and obligations of out of classroom staff, increases in Elementary Arts and Physical Education, more preparation time for educators, limits on the impact of Artificial Intelligence and subcontracting, and more. The Fact Finder report fails to even contemplate the significance of these needs and for the most part dismisses the issues completely, recommending instead that virtually all of those issues be sidelined in exchange for salary.

On salary, UTLA has asserted that the current salary schedules are structured in a way that is so inconsistent and irrational that it contributes to the turnover rate of 35% of educators within the first five years of employment.

The Fact Finder's report states that LAUSD made a proposal that agrees with the salary scale structure proposed by UTLA. The proposal represents progress even though the District has not yet agreed to fund the scale to a level that allows each step to receive reasonable raises upon implementation and on the anniversary date of the employee. Still, this proposal could have been a starting point for negotiations on how to fund the scale in a manner that the parties can agree to. The Fact Finder's report dismisses that progress, instead recommending a one-time off-schedule bonus and across-the-board increases to the existing irrational and problematic structure. This is a step backward.

The Fact Finder's report acknowledges that the parties are essentially in agreement on reductions in class size for 11<sup>th</sup> and 12<sup>th</sup> grade academic classes, and increased funding for Community Schools. Additionally, the parties are essentially in agreement on improvements in the ratios of Middle and High School Counselors. However, the recommendation scraps the progress in all three of those areas altogether, calling for status quo to put an additional 1.5% of the cost of payroll to salary. This is a step backward.

On subcontracting, the District made a formal proposal that represents some progress. The fact finders report ignores this proposal entirely and recommends status quo. This is a step backward.

LAUSD serves 82,359 Special Education students and is in the middle of transitioning to a model that may better provide education in the least restrictive environment and at the same time is restructuring the way it provides education to Special Education students. While the parties have significant differences over funding and staffing for Special Education, they have had some productive discussions. The Fact Finder does not make a recommendation to build on those discussions but instead recommends scrapping these proposals in exchange for a pay increase. This is a step backward.

**UTLA will not trade the needs of students for a pay increase.**

The Fact Finder's recommendation fails to address any proposals for increases in Psychiatric Social Workers, Pupil Services and Attendance Counselors and School Psychologists — despite the intense need of schools situated in communities facing the impacts of poverty and increased immigration enforcement.

**LAUSD can afford to fix the broken salary scale structure AND address the pressing needs for more staff and student supports.**

- LAUSD has the highest unrestricted reserve out of the 20 comparable districts UTLA presented in their fact-finding report.
- LAUSD's own multi-year projections show it will be over the state's 10 percent unrestricted reserve cap for 2025-26 by \$2.24 billion (30% reserve) when the state budget is passed in June, and the caps are triggered. It will remain over the reserve cap by \$1.07 billion (20% reserve) in 2026-27. This does not even take into account LAUSD's documented history of underestimating future revenues and overestimating expenses.
- LAUSD has failed to meet Ed Code 41372, requiring a minimum investment of 55 percent of the current cost of education on classroom staffing, for five consecutive years, shorting classrooms a total of \$3.3 billion (\$757 million last year alone).
- LAUSD's own second interim reports, available to the fact finder and presented by UTLA, show that they will underspend on books and supplies by \$917 million dollars this year, continuing a 12-year trend of spending, on average, only 40 percent of the total Books &

Supplies budget. LAUSD consistently pads this budget line to make the “unassigned” balance look so low that the media and the public believe they will run out of money within three years. This is money that could be spent to address salary, staffing and student needs without any cuts.

- Since 2014, the portion of spending dedicated to UTLA salaries and staffing has decreased 9 percent — from 40 percent to 31 percent, the equivalent of \$1 billion in today’s budget.

All of these facts could have been interrogated and verified during the hearing to bring the parties closer together on a settlement. Instead, such fact-finding was dismissed as “time-consuming and labor-intensive.”

**Regarding the specific recommendations, I offer the following response:**

**Recommendation 1: Term**

The Fact Finder recommends July 1, 2025, through June 30, 2028, with compensation closed for all three years and reopens on four articles each (non-compensation) for 2027-2028.

I dissent.

**Recommendation 2: Compensation**

**Part 1:** The fact-finder recommends that 1.5% in “other costs” the District has agreed to be placed instead on the salary schedule and that raises be across the board on the existing salary schedule.

This recommendation undermines the progress that the parties have made in negotiations on several important issues. This panelist can only assume that the 1.5% being referred to is the cost that the District has assigned to the parties’ essential agreement on Middle School and High School Counselor Ratios, Class Size Reduction, and increased funding for Community Schools.

UTLA will not trade critical student needs for a salary increase.

Accordingly, I dissent.

**Part 2:** The fact finder recommends a 3% off-schedule bonus for 2025-2026, 8% across-the-board raise effective July 1, 2026, and 3% across-the-board raise effective January 1, 2028.

This recommendation fails to address the financial needs of educators who are struggling to live in one of the most expensive cities in the world. It fails to consider that LAUSD ranks fifth from last in comparable districts in average salary, and third from the bottom in maximum salary. It fails to address the structural problems with the current wage scales that provide for as low as 0.12% anniversary increases, lock thousands of long-term educators at the 10<sup>th</sup> year rate (and hundreds of Early Education Teachers at the 5<sup>th</sup>-year rate) with no future anniversary increases, and contributes to the massive 35% turnover in the first five years of employment.

Accordingly, I dissent.

### **Recommendation 3: Parental Leave**

The fact finder recommends the parties agree to “LAUSD’s proposal, dated March 11, 2026, which gives 4 workweeks of parental leave, followed by the use of sick leave for the balance of the entire 12 weeks. If sick leave is exhausted, employee may continue on sick leave receiving his or her daily rate less that paid to a substitute.”

That is not LAUSD’s proposal.

LAUSD’s proposal is the following:

“While on Parental Leave, eligible employees shall receive up to four (4) workweeks of District paid Parental Leave. Upon exhaustion of the District paid Parental Leave, the employee must use their accumulated illness/sick leave for the remainder of the 12 workweeks of Parental Leave. If an employee’s accumulated illness/sick leave is exhausted, the employee will receive 50% of their salary for the remainder of the 12 workweeks. This leave would be inclusive of and not in addition to any new legislation providing for paid Parental Leave.”

As such, it is not clear to me what the Fact Finder is recommending.

However, I concur that, as proposed by UTLA, a new policy of four (4) weeks paid parental leave should be adopted. I think the parties should discuss the issue introduced by the Fact Finder (possibly in error) related to pay after the four (4) paid weeks and additional sick leave is exhausted. The current policy of 50% of salary may be more beneficial than salary minus the daily rate paid to a substitute for some but not all classroom teachers while the Fact Finder’s recommendation (possibly in error) may be more beneficial to the mostly non-classroom educators for whom a substitute is not required. I think the parties should discuss this further.

### **Recommendation 4: Artificial Intelligence**

The fact finder recommends the parties agree to the LAUSD proposed Memorandum of Understanding on “Use of Technology to Support Instruction” with the added provisions that Advanced Technology (including Artificial Intelligence) will not replace bargaining unit positions or employees in doing work generally provided by the bargaining unit and will not be used to surveil and share information of any employees or students.

I concur with the provisions added by the fact finder and believe that the parties can negotiate an agreement on the rest of the language in LAUSD’s proposal. However, the agreement should be incorporated into the contract rather than only as a temporary MOU.

### **Recommendation 5: All Previously Agreed-Upon TA’s will be incorporated into the CBA**

I concur, all previously agreed upon tentative agreements should be incorporated into the contract upon ratification by UTLA members as is the Union's practice.

**Recommendation 6: All Other Articles of the CBA remain Status Quo.**

The fact finder appears to be recommending that not only do the parties drop all other proposals presented in the Fact-Finding Hearing but that they drop all remaining proposals that were not subjects of the hearing.

The parties have been in negotiations for over a year on dozens of articles, have reached Tentative Agreements on many, and there is still room to make progress on others. The parties reached impasse on a number of core issues that were creating a logjam in negotiations. In an effort to make the fact-finding process productive and efficient, with the Fact Finders' consent, the parties agreed to limit their presentations in the hearing to a limited number of core issues with the belief that the remaining issues could be resolved if that logjam that had caused impasse could be broken.

The additional issues and articles that UTLA and LAUSD should be able to negotiate a resolution to include:

- Article IX-A Assignments: How itinerant staff are assigned across the 710 square miles of LAUSD. The parties are already in agreement on several elements of this article.
- Article XI-B: Master Plan Program (for multilingual learners): How English language learning students are provided education in a manner that meets their language needs and how educators are compensated for providing instruction and support in multiple languages.
- Article XII Leaves of Absences: Bereavement leave, traumatic incidents leave, substitute illness leave, and personal necessity leave. The parties are already in agreement on several elements in this article.
- Article XVI Health and Welfare: Eligibility for substitute educators.
- Article XXI Adult Education: The parties are already in agreement on several elements of this article.
- New Article on California State Preschool educators: The parties are already in agreement on several elements of this article.
- Article XXV- B The Black Student Achievement Plan: The parties are already in agreement on several elements of this article.
- Article XXV – C Community Schools: The parties are already in agreement on several elements of this article
- Article XXIX Charter Colocation: Limits on the impact of independent charter schools using space inside public district schools and accountability to funding owed to impacted schools when such space is over-allocated.

- Article XXXI Working Conditions: Workspace, access, school cleanliness, access to technology, protections from digital violence, Elementary Arts assignments, and policies related to education provided to students in the Carlson Home Hospital setting. The parties are already in agreement on several elements of this article.
- New Article on Support for Immigrant Students and Families: The parties are already in agreement on several elements of this article.
- MOU: Educational Options - Support for Students: The parties are already in agreement on several elements of this article.

Accordingly, I dissent.

UTLA will not drop all of the progress that has been made, nor will it give up on reaching agreement on these important issues. I cannot imagine that LAUSD would want to either.

In summary, the Fact Finder failed to grapple with the crucial facts, and his recommendations do nothing to bring the parties together toward a resolution to these negotiations. UTLA will certainly give this report due consideration, but I fear that should LAUSD take these recommendations seriously, the result will be a strike.

Dated: March 27, 2026

A handwritten signature in black ink, appearing to read "Brian McNamara", with a long horizontal flourish extending to the right.

Brian McNamara

UTLA Panelist