

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 11th and 12th 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 10th year rate (and hundreds of Early Education Teachers at the 5th-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