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2 **FACTFINDING REPORT AND RECOMMENDATION**
3
4

5 In a Matter Between,

Case No.: SF-IM-3992-E

6 ASSOCIATION OF PLEASANTON
7 TEACHERS, CTA/NEA,

HEARING DATE: FEBRUARY 26, 2024

8
9 And

10
11 PLEASANTON UNIFIED SCHOOL
12 DISTRICT
13

14
15 **FACTFINDING PANEL**

16 CHERYL A. STEVENS, IMPARTIAL CHAIRPERSON

17 Stevens Arbitration
18 6114 LaSalle Ave., #612
19 Oakland, CA 94611
cstevensarb@gmail.com

20 JOHN GRAY, Director
21 School Services of California
22 1121 L Street, Ste. 1060
23 Sacramento, CA 95814
johng@sscal.com

24 MARK MITCHELL, Executive Director
25 United Teachers of Richmond
26 California Teachers Association
mmitchell@cta.org

1 Appearances By:

2 Employer: AHMAD SHEIKHOESLAMI
3 Assistant Superintendent of Business Services
4 Pleasanton Unified School District
5 5758 Las Positas Blvd
6 Pleasanton, CA 94563
7 asheikholeslami@pleasantonusd.net

8 MATT PHILLIPS, Director,
9 Management Consulting
10 School Services of California
11 1121 L Street, Ste. 1060
12 Sacramento, CA 95814
13 mattp@sscal.com

14 Union: KATHERINE CLARKE
15 Regional UniServ Representative
16 California Teachers Association Staff
17 14523 Catalina Street
18 Suite A
19 San Leandro, CA 94577
20 katclarke@cta.org

21 **PROCEDURAL BACKGROUND**

22 The current collective bargaining agreement (“CBA”) between Pleasanton Unified
23 School District (“the District”) and the Association of Pleasanton Teachers (“the Association” or
24 “APT”) covers the 2022-2025 academic and fiscal years. Under the CBA either party is allowed
25 to re-open two contract articles in addition to the articles regarding compensation (Article 11-
26 Salaries), health and welfare benefits (Article 10-Health and Welfare Benefits) and the
27 instructional calendar (Article 20-Calendar). The parties’ current negotiations includes proposed
28 revisions to these three articles in addition to Article 9-Class Size.

29 The first bargaining session regarding the reopeners began in February 2023 and the
30 parties continued to meet until the end of October 2023. Although the parties made substantial
31 progress and reached agreement on all items related to Article 20, they declared impasse on the

1 remaining issues on October 24, 2023. At the District's request the Parties reconvened on
2 November 7, 2023 in an attempt to avoid fact finding but were unsuccessful and proceeded to
3 mediation on December 15, 2023. At the conclusion of the mediation session there were still
4 two (2) articles in dispute and no agreement on salary increases. The mediator referred the
5 parties to Fact Finding on January 10, 2024. On February 5, 2024, PERB notified the District
6 and the Association that Cheryl A. Stevens had been appointed as the neutral chair for the Fact
7 Finding and the Fact Finding hearing was held on February 26, 2024.

9 ISSUE

10 The parties presented the following issues to the Factfinding Panel:

- 11 1. Article 9 Class Size – Should the District:
 - 12 a. Lower the class size and lower the caseload caps on the Special
 - 13 Education Specialists?
 - 14 b. Change counselor ratios?
 - 15 c. Provide release time for assignment, classroom and site changes?
- 16 2. Article 10 Health and Welfare Benefits –Should the District increase annual
17 contribution to cover 100% of Kaiser Employee Only plan the equivalent of
18 \$12,256 plus all ongoing annual premium increases?
- 19 3. Article 11 Compensation- Should the District increase the salaries for
20 certificated educators by 14.25% and offer a stipend for advanced degrees and
21 certificates?
- 22 4. Article 11 Compensation- Should the District adjust unit members hired
23 before July 1, 2022, on the salary schedule to recognize prior years of service
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1 that were not recognized when the unit member was initially employed by the
2 District?

3 **STATUTORY CRITERIA**

4 California Government Code Section 3548.2 sets forth the criteria that factfinders must
5 consider in matters such as this one:
6

- 7 1. State and Federal laws that are applicable to the Employer.
- 8
- 9 2. Stipulation of the parties.
- 10
- 11 3. The interests and welfare of the public and the financial ability of the public schools.
- 12
- 13 4. Comparison of the wages, hours, and conditions of employment of the employees
14 involved in the factfinding proceeding with the wages, hours, and conditions of
15 employment of other employees performing similar services and with other employees
16 generally in public school employment in comparable communities.
- 17
- 18 5. The Consumer Price Index for goods and services, commonly known as the cost of
19 living.
- 20
- 21 6. The overall compensation presently received by the employees, including direct wage
22 compensation, vacations, holidays, and other excused time, insurance and pensions,
23 medical and hospitalization benefits, the continuity and stability of employment, and all
24 other benefits received.
- 25
- 26 7. Such other facts, not confined to those specified in paragraphs 1 through 6, inclusive,
27 which are normally and traditionally taken into consideration in making such findings
28 and recommendations.

1 **FACTUAL BACKGROUND**

2 The Pleasanton Unified School District (“the District”) is a public school employer
3 within the meaning of Section 3540.1(k) of the Educational Employment Relations Act
4 (“EERA”). The District was established as a unified school district in 1988 and serves
5 approximately 13,662 students in grades transitional kindergarten through 12th grade. There are
6 sixteen District schools that include nine elementary, three middle, two comprehensive, one
7 alternative high school and a virtual academy all located in the City of Pleasanton in Alameda
8 County. Enrollment is down by approximately 1100 students since the 2019-2020 school year.
9

10 The District employs approximately 1421 employees and 779 are certificated employees
11 including teachers, special education specialists, librarians, counselors, psychologists, nurses and
12 program specialists.
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14 The District anticipates it will face a budget deficit in the unrestricted general fund in
15 excess of \$4 million in the current fiscal year and another \$13 million in budget deficits in 2024-
16 2025 and 2025-2026.
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18 The Association of Pleasanton Teachers (“APT”) was certified in 1996 as a local affiliate
19 of the California Teachers Association. APT represents approximately 750 members who are
20 employed by the District. APT has made requests that they believe will improve the educational
21 environment for the District’s students and believe they have already made numerous
22 concessions limiting the ability of their members to secure the best possible economic package.
23 APT has been specifically concerned about the District’s claim that it does not have enough
24 money to compensate the certificated staff even though the State COLA was 8.22% in 2023-
25 2024 and the District received an increase in the Local Control Funding Formula (“LCFF”) from
26 the State in the amount of 6.7% in 2022 after the CBA was ratified plus 6.56% added COLA.
27

1 APT believes the District should have prioritize salaries instead of purchasing a new District
2 office in 2023 for \$23 million dollars. The District contends that the funded LCFF only
3 accounts for a 5.91% increase in funding for the District. Furthermore, the District contends that
4 the building is purchased with Certificates of Participation that are repaid from funds that are
5 restricted for facilities and do not come from unrestricted general funds.
6

7 The Parties began negotiating the annual reopeners on February 1, 2023 and over the
8 course of the next eight months they participated in twelve (12) sessions. Although the Parties
9 were able to resolve all the issues regarding Article 20 (Calendar) there were still outstanding
10 issues regarding Articles 9, 10 and 11. The Association declared impasse on October 24, 2023
11 and after an unsuccessful mediation session, the parties were released to Fact finding on January
12 10, 2024. During the Fact finding, the Parties were unable to reach agreement on salaries, class
13 size and Health Welfare Benefits although they are close on some of the issues related to class
14 size. The District's last offer included a 6.5% wage increase effective July 1, 2023 and increases
15 to the stipends for advanced degrees or certifications. The District's last offer included a
16 significant increase to the Districts contribution towards unit member health insurance
17 premiums. The District offered to increase the contribution from \$5,000 to \$12,256 per fiscal
18 year. The District noted that it has aa "me too" arrangement that an agreement on increases with
19 APT will directly trigger similar increases with other bargaining units. During the Factfinding
20 there was some movement in these areas but not enough to resolve the dispute.
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24 **Article 9**

25 The Association re-opened Article 9 proposing various changes to class size and staffing
26 ratios. While some proposed changes have been agreed to the outstanding requests include
27 reducing the counseling staffing ratios at the comprehensive high schools and the middle
28

1 schools; reducing the caseloads for the Speech and Language pathologist and Early Childhood;
2 changing the maximum class size; paying an additional \$25 per day for each student over the
3 class size cap; allowing two days of release time to teachers whose assignments, classrooms or
4 sites are changed; and when special education caseloads exceed a specific maximum the
5 specialist is compensated \$40 per day for each additional student on their caseload.
6

7 **Article 10**

8 The District and the Association disputed several issues regarding the Health and Welfare
9 Benefits. Initially, the District offered the equivalent of 100% of a Kaiser Employee only plan or
10 \$12,256 per year. The District even went as far as adding an additional \$600 to cover premium
11 increases; however as the District offered more in salary increases it reduced its offer regarding
12 health and welfare benefits. The final offer was only \$7200 a \$5000 reduction from its original
13 proposal at the start of the Fact finding.
14

15 **Article 11**

16 The District maintains that it cannot meet all of the Association's demands due to the cost
17 of the demands and its deficit spending and the State mandate to maintain a 3% statutory reserve
18 requirement from unrestricted funds in each fiscal year. As such any increase beyond the
19 proposed 6.5% wage increase would have to be offset by reductions in other areas such as
20 stipends, health benefits and class size. The uncertainty of what the State will provide going
21 forward and the continuing decline in enrollment places the District at a disadvantage and an
22 inability to offer the double-digit wage increase requested by APT especially if the District
23 complies with the other requests regarding class size and health benefit premiums.
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1 APT maintains that their request for a 14.25% wage increase will allow the District to
2 attract and retain the most qualified educators and return the District to the top tier among the
3 surrounding districts.

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5 **A. Financial Data**

6 The evidence presented by the parties is in dispute as to whether the District has the
7 financial means to pay the Association's proposed wage increase of 14.25% across the board for
8 each certificated employee. The Association contends that since the 2018-2019 school year the
9 LCFF funding has increased by 28.58% while certificated employees' salaries have only
10 increased by 14.43% yet the addition of administrators and administrative salary increases are
11 alleged by the Association to total 65.72%, an increase of 6.13% last year alone. The District
12 maintains that each percentage increase costs \$1,060,000 in the General Fund for certificated
13 employees and \$1,576,000 for all employees for each 1% increase. Based on the unaudited
14 financials the District will incur a \$2 million deficit based on a wage increase of 6.5%. The
15 Association insists that the District has transferred too much money from the unrestricted funds
16 to the restricted funds and that their requested wage increase could be covered by some of the
17 unrestricted funds that were transferred to the restricted funds.

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20 The District maintains that it was required to transfer the \$30 million in unrestricted
21 funds to restricted funds to fund Special Education encroachments and to fund its deferred
22 maintenance obligation to the State. The District is experiencing a budget deficit; yet they have
23 offered the 6.5% increase which the District believes is a fair and equitable wage increase
24 consistent with the EERA guidelines and comparable districts in the area.

25
26 The District submitted an exhibit that illustrated the continuous declining enrollment and
27 reported that it is anticipated that enrollment will continue to decline in the 2023-2024 and 2024-

1 2025 school years. (District Exh. 7) According to the Association, the District received more
2 than \$31 million dollars in one time restricted funding in response to the pandemic, these funds
3 theoretically cannot be used for wages.
4

5 **B. Wage and Benefit Comparison**

6 Another statutory criteria to consider is a comparison of the wages, hours and condition
7 of employment of the employees involved in this Factfinding compared to the wages, hours and
8 conditions of employment of employees working in comparable positions and comparable
9 communities. APT presented exhibits comparing their wages with thirteen other school districts
10 in Alameda County. According to this chart, (Exh. G-4) Pleasanton teachers have received the
11 fourth lowest amount in wage increases over the past ten (10) years. The Association maintains
12 the current wages are not fair and the District's proposed 6.5% increase is also not fair based on
13 the increasing cost of living and the fact that within the past eight years there were two years
14 when they did not receive a wage increase of any kind. The Association shared numerous
15 testimonials from employees describing how they have been financially impacted as a result of
16 the small and incremental wage increases over the past ten years. Many indicated the need to
17 relocate or take on second and third jobs in order to manage on the low salary the District offers.
18

19 The District explained that as a result of the "me too" agreements the cost of the proposed
20 wage increase of 6.5% would cost \$1,576,000 per 1% wage increase. Thus, a wage increase of
21 14.25% or even an increase of 10% or more would be fiscally irresponsible and place the budget
22 significantly in the red. The District also maintains that other reopener requests such as class
23 size, credit for all years of service and health and welfare benefits will also impose a significant
24 financial hardship on the District and the lower wage increase is definitely the most prudent
25 approach.
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1 For wage and benefit comparison, the District identified 20 school districts within a
2 twenty-eight mile radius and alleged that the proposed wage increase places Pleasanton at the
3 third highest percentage of its General Fund expenditures on teacher salaries. (District Exh. 11)
4
5 The District appears willing to adjust wages so that on average the District remains within the
6 top 25% of wages offered among the twenty surrounding districts.

7 **C. Non-Wage Related Issues**

8 During the presentation there were additional discussions regarding class size, credit for
9 years of service and contribution for health and welfare benefits. The Parties reached agreement
10 on class size and credit for years of service. Although there was some back and forth on the
11 District's contribution for health and welfare benefits, despite the District's initial proposal to
12 pay 100% for a Kaiser Employee Only plan (\$12,256). The District offered to shift the value of
13 this item in an effort to increase the amount offered on the salary schedule. The District's
14 reduction in the insurance premium was offset by an increase of an additional 1.72 % to the
15 salary schedule.
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18 Another non-wage related issue looming over this Factfinding was the Association's
19 announcement of their intent to strike in the event they do receive the wage and benefit increases
20 demanded.
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22 **DISCUSSION AND RECOMMENDATION**

23 It is the role of the Panel to apply the relevant factors set forth in EERA, to the facts
24 underlying the impasse presented, and render its best recommendation considering those factors.
25 The factors that apply are discussed herein.
26

27 **A. The Interests and Welfare of the Public and the Financial Ability of the Public 28 School**

1 The Parties disagree on whether the Association’s proposed 14.25 % wage increase is in
2 the best interest and welfare for the community. The Association points to the available
3 unrestricted reserves, the one-time pandemic related funding of \$31 million dollars and the
4 additional 6.5% the District received in 2023 as potential sources for funding the wage increase.
5
6 APT was not convinced that the District was suffering from a deficit especially since the District
7 bought a new District building for more than \$23 million dollars last year. APT also forfeited
8 wage increases in 2016-2017 and 2020-2021 in years no COLA was provided by the State, and
9 therefore, believe by right they are entitled to a double-digit wage increase to make up for the
10 two years when they did not receive any increase. Moreover, APT is eager to make sure the
11 District is a competitive environment employing and retaining the best educators in the area.
12

13 During the course of the Factfinding, the District moved from its position of a 6.5% wage
14 increase to 8.22% at the end of the Factfinding by reallocating portions of their offer from health
15 insurance premiums to salary increases. The District maintains that it cannot support a double
16 digit increase because the cost would cause deficit spending that would deplete the unrestricted
17 reserves beyond the statutory required amounts. According to the District, such an increase is
18 not feasible due to ongoing deficit spending, declines in enrollment and the calculation of new
19 funds under the LCFF formula and significant fiscal demands caused by the “me too”
20 agreements with other bargaining units.
21

22 The Parties did not agree on the appropriate comparison districts; however not
23 withstanding the absence of agreement on the proper comparable districts, there is no dispute
24 Pleasanton is not at the top of the salary range of neighboring districts. In fact, according to the
25 Association, Pleasanton is closer to the bottom of the range. (APT Exh. G-4; District Exh. 22)
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1 While there is certainly merit to each side's claims, the Association's original demand of
2 a 14.25% increase was high in view of the continuing decline in enrollment coupled with the
3 additional requests that have been sidelined for several years. Likewise, the District's proposal
4 of 6.5% was insufficient especially in light of the 8.22% COLA (although the District asserts that
5 the funded LCFF was only 5.91% due to declines in enrollment) for 2023-2024, the
6 augmentation to the base grants in 2022-2023 of 6.7% and the fact that the employees received
7 no wage increase twice in the past eight years (both years the State COLA was 0%). It stands to
8 reason the District will receive another COLA increase in 2024 therefore a wage increase greater
9 than the 6.5% proposed by the District is appropriate. Although the APT wanted an increase of
10 at least double digits, there are significant costs associated with the other contract amendments
11 requested and the District needs to have some ability to offset those financial demands including
12 the ability to fund the "me too" requirements with these additional funds. The Fact Finder
13 recognizes that the cost of the increase will place additional financial strains on the District but
14 believes the overall benefit to resolving the dispute between the parties warrants the
15 requirements to the budget.

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19 **B. Comparison of the Wages, Hours, and Conditions of Employment of the**
20 **Employees with other Employees in Public School Employment in Comparable**
21 **Communities.**

22 Although the APT members are not at the bottom of the heap, when compared to other
23 certificated employees within the County, they are not far from the bottom. The 20 districts the
24 District used in its comparison are misleading because the District's comparison charts included
25 school districts that are not within the County and reflect a very different fiscal profile.

26 According to the District's evidence, a double digit increase would elevate the District to the
27 number one, top paying district by all measures and comparisons. Notwithstanding the

1 additional health and welfare benefit increase and ongoing salary adjustments, the APT members
2 may still lag behind based on inflation the rising of cost of living in Alameda County. The
3 proposed bump may not be what APT wants; however, it will go further than what the District
4 initially offered and hopefully eliminate a strike, mass exodus or the need for some members to
5 take on additional jobs. The proposed increase in the health benefit, recognition of all years of
6 service and a phased in salary increase, will improve APT's total compensation for the 2023-
7 2024 and 2024-2025 school year moving them significantly closer to Association's demand of
8 the 11.5% demanded at the end of the Fact finding.
9

11 **C. The Cost of Living Adjustment and the CPI.**

12
13 The State of California provides funding every year based on the cost of living
14 adjustment and not the consumer price index. Between 2013 and 2017, the District provided
15 ongoing salary and health and welfare benefit increases in excess of the COLA. The data
16 submitted by the District shows COLA contributions from the State ranging from 1.57% in
17 2013-2014 to 8.22% in 2023-2024. (Exh. 2) While there was no available data for 2024-2025,
18 there is no reason to believe there will not be a COLA contribution of at least .50% in 2024.
19 While there were no COLA increases in 2016 and 2020 there was an augmentation to the per
20 student funding of 6.7% in 2023. The District does not believe the State would send more than
21 the 8.22% sent this year and is concerned that there will not be enough to offset the proposed
22 wage increase.
23

25 **D. The Overall Compensation Received by the Certificated Employees.**

26 The District maintains it is unable to agree to the wage increase requested by APT due to
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1 declining enrollment and increases in expenditures that are not covered by revenue. Of specific
2 concern is the statutory 3% unrestricted reserve requirement for this fiscal year and the next two
3 fiscal years. These fiscal constraints have prevented the District from offering more of a wage
4 increase. The District acknowledges that it must act conservatively to be fiscally responsible
5 especially since the “me too” agreements would be triggered by any wage increase the
6 certificated employees receive, thereby imposing a heavy burden on the District budget. Based
7 on the District’s proposed wage increase, Pleasanton would still be at the lower end of wages in
8 Alameda County.
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11 Finally, while the Association insists the District’s current proposal is unacceptable, the
12 offer made at the end of the Fact finding plus the increase payment of the health and welfare
13 benefit will make the District very competitive.
14

15 **E. Any Other Factors Relevant to Factfinding.**

16 This catchall category considered in Fact finding, includes factors which go to the
17 equities of each party’s respective position. Here, the equities reside in part with the District. The
18 District provided financial support for the cost of the wage increase including the impact of the
19 “me too” agreements. However, the District did not fully apply the COLA received from the
20 State or the additional State funds at the District’s disposal. While there is evidence that
21 enrollment continues to decline and that there may be a budget deficit going forward, the
22 Association has asserted that their wages have not kept up with the wages of surrounding
23 districts. Although the Association’s last demand of an 11.50% wage increase was less than the
24 original demand of 14.25%, based on the 2023-2024 it was still more than what the District can
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1 shoulder at this time along with the other changes that they have agreed to and that impose a
2 significant fiscal impact on the District's budget.

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4 The Association has reported the membership has voted to strike should their demands
5 not be met, and that the neighboring districts have indicated their support of a strike. A strike
6 will cost much more in terms of the effect it will have on the labor/management relationship and
7 of course the economic toll it will have on the community. Needless to say, a strike will also
8 have a negative impact on the students who are still recovering from the pandemic and remote
9 learning. It is our hope that a strike can be avoided and that both parties can see the benefit of
10 moving from their positions towards one that is economically prudent for the District and
11 beneficial for the employees.

12 13 **RECOMMENDATIONS REGARDING CONTRACT RE-OPENERS**

14
15 At the time of the Fact Finding the parties still had not reached agreement regarding class
16 size, health and welfare benefits and compensation. After hearing the presentations on the
17 outstanding reopener issues and reviewing the evidence provided, the following resolution for
18 the changes to the reopener contract language dispute is recommended.

19
20 **Article 9-**The Parties were able to reach agreement on maximum class size as set forth in
21 Article 9.2.1. Prior to Fact Finding agreement had already been reached regarding class size for
22 TK-3, K-3, and 4-5. The parties agreed that 6-8 class size will remain at 34:1; but 9-12 class size
will reduce from 37:1 to 36:1.

23 The Parties also agreed to the following changes to Article 9.2.4 that provides for two
24 days of release time for assignment, classroom and site changes with timing at the discretion of
the supervisor and notice to APT at the time the release time is approved.

25 **The Panel Chair recommends that the Parties properly codify the above**
26 **agreements.**

27 The Association proposed a change in counselor ratios from 685:1 to 450:1 for High
28 School, 550:1 for Middle School and 650:1 for Elementary School. The District proposed a

1 reduction to 550:1 for high School and Middle School and status quo for Elementary School at
2 685:1.

3 **The Panel Chair recommends that the Parties properly codify the District proposal**
4 **of a reduction to 550:1 for High School and Middle School and maintaining the status quo**
5 **District proposal and amending Article 9.2.2 to increase the overage cap from \$2 per**
6 **student to \$6 per student per day.**

7 The parties were also unable to reach agreement on caseload ratios. The District
8 explained it could not reduce the SLP ratios from 50:1 to 45: and from 40:1 to 30:1 for early
9 childhood.

10 The parties did not reach agreement on issues related to the Special Educators and there
11 was limited evidence offered to support the proposals.

12 **Accordingly, the Panel Chair recommends that the status quo remain for Articles**
13 **9.1.9, 9.3.1 and 9.3.2 in order to off set the Chairs recommendation for wage and health**
14 **and welfare benefit increases.**

15 **Article 10-**The Parties at the start of the Factfinding were fairly close. The District
16 offered an increase of the annual contribution to \$12,256 and the Association requested an
17 increase of the annual contribution of \$12,256 plus annual premium increases. During the
18 Factfinding the District offered an additional \$600 to cover premium increases; but as the
19 Factfinding continued the District reduced the Health and Welfare benefits to offer increases to
20 the wages and concluded by only offering \$7200 for Health and Welfare benefits. It was
21 confirmed that this benefit only impacted approximately 250 employees and is a benefit that is
22 not taken by all employees. It therefore seems appropriate to at least provide the amount of
23 100% of Kaiser Employee only plan.

24 **The Panel Chair recommends amending Article 10.4 to reflect an increased annual**
25 **contribution to \$12,256 representing 100% of Kaiser Employee Only health plan.**

26 **Article 11-**The Parties disagreed about the amount of the wage increase with the
27 Association initially requesting 14.25% and eventually reducing that request to 11.50%. While
28 the District's original offer was an increase of 6.50% . The District eventually increased its offer
to an 8.22% wage increase with 3% retroactive to July 1, 2023 and the balance applied mid-year
June 1, 2024.

The Association also recommended new language be added to Article 11 at 11.3.1
reflecting all members receive credit for all years of experience on the salary schedule effective
July 1, 2024.

The Panel Chair recommends the proposed addition of Article 11.3.1 granting all
APT members credit for all years of experience effective July 1, 2024 and that Article 11.1

1 **be modified to reflect a wage increase of 9% to be paid 4.5% retroactive to July 1, 2023 and**
2 **the remaining 4.5% applied as of April 1, 2024.**

3 Finally, APT proposed changes to the Stipends set forth in Exhibit A-1 of Article 11
4 namely a Master's, Doctorate and National Board Certification stipend in the amount of \$1250
5 per stipend effective July 1, 2024. The Union also sought a \$5555 stipend for the Dual
6 Language Immersion teacher and \$300 for the Reading Specialist and \$5000 each for the Special
Ed specialists. The District proposed a \$1000 stipend for the Master's and National Board
Certificate effective July 1, 2024.

7 **The Panel Chair recommends Exhibit A-1 be amended to reflect a \$1000 stipend for**
8 **all Maste's, Doctorates and National Board Certifications effective July 1, 2024. There was**
9 **no discussion on the remaining stipends; therefore the Panel Chair is not prepared to make**
10 **a recommendation regarding the additional requests.**

11 CONCLUSION

12 Given the record as a whole, and the factors considered in making this evaluation and
13 recommendation, the Panel adopts the recommendations set forth herein as its recommendations.
14 Specifically, the recommendation is a 9% increase 4.5% retroactive to July 1, 2023 and the
15 remaining 4.5% increase will take effect on April 1, 2024. The class size changes agreed to
16 during the Fact finding will also be adopted and the District shall pay the increased annual
17 contribution for health and welfare benefits to \$12,256 which represents 100% of a Kaiser
18 Employee Only plan. The Panel also recommends the Parties adopt the agreements reached
19 during the Factfinding regarding credit for years of experience and the Stipend payments
20 effective July 1, 2024. We conclude this recommendation is fair and equitable and consistent
21 with the EERA guidelines.
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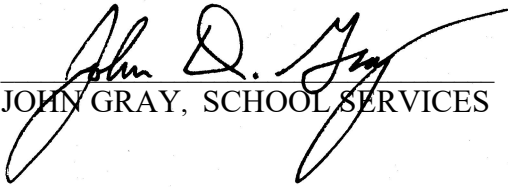
24
25 Date: March 5, 2024



26 CHERYL A. STEVENS, Neutral Chairperson

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AGREE/DISAGREE



JOHN GRAY, SCHOOL SERVICES

AGREE/DISAGREE

MARK E. MITCHELL, CTA/NEA

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PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. My business address is 6114 LaSalle Ave. #612, Oakland, California 94611.

On March 5, 2024, I served the documents named below on the parties in this action as follows:

FACTFINDING REPORT AND RECOMMENDATION

	BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses noted below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	BY OVERNIGHT DELIVERY: I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses noted below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
X	BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address cstevensarb@gmail.com to the persons at the e-mail addresses noted below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
	BY PERSONAL SERVICE: I caused to be personally served a copy of the document(s) listed above on the parties at the addresses noted below.

JOHN GRAY, Director
School Services of California
1121 L Street, Ste. 1060
Sacramento, CA 95814
johng@sscal.com

MARK ERWIN MITCHELL
California Teachers Association
Regional UniServ Staff
Santa Rosa Regional Resource Center
2490 Guerneville Road
Santa Rosa, CA 95403
mmitchell@cta.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on March 5, 2024 at Oakland, California.



CHERYL A. STEVENS

HEARING DATE: FEBRUARY 26, 2024 - 19