

In the Matter of the Impasse Between	)	PERB Case No. SF-IM-3463-E
	)	
	)	
W. CONTRA COSTA UNIFIED SCHOOL DIST.,	)	FACTFINDING REPORT
Employer,	)	AND RECOMMENDATION
	)	
and	)	
	)	
UNITED TEACHERS OF RICHMOND,	)	
Union.	)	
_____	)	

**Chairperson:** David Handsher, Arbitrator

**Employer Panel Member:** Roy A. Combs, Attorney

**Union Panel Member:** Mark Mitchell, Executive Director, UTR

### **Introductory Statement**

West Contra Costa Unified School District (District or WCCUSD) and United Teachers of Richmond (Union or UTR) are parties to a collective bargaining agreement, effective July 1, 2022- June 30, 2025. The parties decided to re-open a number of articles, began negotiations on February 6, 2025 and continued negotiations and exchange of proposals until impasse was declared on August 20, 2025. (The District did provide a revised offer on Salary on October 9, 2025, after mediation ended). On October 1, 2025, the mediator released the parties to factfinding. A factfinding hearing was held on November 18, 2025. The panel had agreed to issue its report, if needed, on or before November 28, 2025.

After the hearing, the parties, in cooperation with their panel members, continued attempts to negotiate solutions that would lead to an agreement. These attempts at resolution

were shared with the Panel as they progressed. The parties were unable to reach agreement on a majority of the issues before them, although some progress in narrowing the differences did occur. The last such meeting of the panel took place on November 25, 2025.

### **Factfinding Criteria**

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

1. State and federal laws that are applicable to the employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the public school employer.
4. Comparison of the wages, hours and conditions of employment of the employees involved in the factfinding 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 factors, 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.

**Stipulations and/or uncontested facts**

1. WCCUSD is a public school employer within the meaning of Section 3540.1(k) of the Educational Employment Relations Act.
2. UTR is a recognized employee organization within the meaning of Section 3540.1(1) of the Educational Employment Relations Act and has been duly recognized as the representative of the certificated non-management bargaining unit
- 3 The parties to this factfinding have complied with the public notice provisions of Government Code section 3547 (EERA, "Sunshining" requirement).
4. The parties have complied with the Educational Employment Relations Act with regard to the selection of the Factfinding Panel and have met or waived the statutory time limitations applicable to this proceeding.
5. The contract issues appropriately before the Factfinding Panel are as follows:
  - Article 1 — Agreement
  - Article 10 — Hours of Employment and Duty Assignment
  - Article 12 — Class Size
  - Article 19 — Safety
  - Article 23 — Salary
  - Article 25 — Employee Benefits
  - Article 46 — Staff Development
  - Article 52 — Special Education
  - Article 54 — International Teacher

### **Factual Background**

WCCUSD encompasses a large and diverse network of communities in western Contra Costa County. It includes the cities of El Cerrito, Richmond, San Pablo, Pinole and Hercules and six unincorporated communities. The district operates 56 schools, including seven comprehensive high schools, six middle schools, six K-8 schools, 31 elementary schools, three alternative high schools, one virtual school, adult education programs, 11 state preschool sites, 14 special education preschool programs and an assessment center.

School enrollment for 2024-2025 was estimated at 26,000 students. The students are approximately 65% designated as socioeconomically disadvantaged, 31.7% English learners, nearly 15% with disabilities, slightly under 1% in foster care, 2% experiencing homelessness. The District serves over 4300 Special Education students. The student population is 54.8% self-identified as Latino, 12.1% as African-American, 10.9% as Asian, 10.4% as White, 6.3% as two or more races, 4.8% as Filipino and less than 1% as Pacific Islander.

UTR/CTA/NEA represents 1,450 teachers, counselors, psychologists, speech pathologists, early childhood educators, and nurses at the district. 19.6% of the bargaining unit is in the first five years of employment, 27.5% in years 6 to 10 and 23.8% with more than 20 years of experience.

### **Review of Major Disputed Facts**

It is generally true that both sides to this controversy would agree that significant effort and resources are needed to improve the learning environment for students and to provide the necessary support and resources for the teachers and other members of the bargaining unit. As is

the case with most social and labor disputes, the bottom line is a monetary one, both in providing the learning resources and the very basic issues of pay and benefits to retain, reward and support the bargaining unit members. The disagreement between the parties arises partially as to methods, but largely as to the financial status of the District and how its resources are being utilized.

The District has calculated the cost of a 1% bargaining unit pay raise to be \$2,232,000 annually. The District contends that a comparison of salary increases in the unit and state COLA and state CPI for the past **ten** years shows that unit employees salary increases exceed the COLA and CPI significantly. However, an analysis of the same data for the past **five** years shows that COLA and CPI exceed unit salary increases by 4.5%. The District points out that the ADA and enrollment for WCCUSD have been falling for the last several years. This results in a decrease in actual LCCF funding despite COLAs provided by the State. (Revenue declined by 3.98% despite a 1.07% COLA in 2024-2025). The District experienced deficit spending in 2024-2025 with the unaudited actuals showing a deficit of \$16,904,550.00. The State requirement for unrestricted budgetary reserves is 3%. The District's unrestricted reserves decreased from 11.56% to 8.3% in 2024-2025, much lower than state average and most surrounding school districts.

UTR points out that in comparison with the other unified school districts in Contra Costa County salaries at various levels of experience and education for its bargaining unit is in the lower half or at the bottom and salary increases in the last five years is at the bottom. Those salary increases include a 0% increase in 2024-2025 and that the salary increases are simply not keeping up with COLA or the CPI. The Union additionally suggests that employee contribution

for Health Benefits is the costliest among the comparison group. UTR asserts that these pay and benefit discrepancies have led to high resignation and retirement rates, causing an extremely large number of vacant positions leading to poor educational environment and community frustration. UTR states that the District's long-term budget projections have been shown to be inaccurate and are suspect. Finally, the Union points to the increasing use of and escalating cost of contracting out by the District. This leads to higher costs and lower quality for the services (such as Special Education) than if the services were provided by the bargaining unit, according to UTR.

### **Recommendations**

#### *Article 1: The Agreement*

During the negotiations adjunctive to the factfinding hearing and discussions that followed the hearing the parties agreed on two year term for the agreement. **The Agreement shall remain in effect beginning on July 1, 2025 and ending on June 30, 2027.**

#### *Article 10 — Hours of Employment and Duty Assignment*

During the negotiations adjunctive to the factfinding hearing and discussions that followed the hearing the parties agreed that Article 10 would remain *status quo*. **Article 10 shall remain unchanged.**

#### *Article 12 — Class Size*

The Union raised several issues regarding this Article during the Factfinding Hearing and in discussions thereafter. The Union cited the education related concerns to class size and class

compositions issues. The UTR proposals included lowering maximum class size in several grade levels and school settings. assignment of a maximum number of students for various counseling functions and elimination, where possible, of combination classes. The District cited monetary concerns and relied on comparison with other similarly sized districts to reject changes to the existing Agreement. During panel discussions that followed the factfinding hearing, the parties indicated a possible receptivity to a more limited initial approach to the vital education related concerns involved in class size and class composition issues.

In light of the economic concerns that exist at present in the District and the economic demands of the salary and health and welfare issues discussed below, I find a more limited approach to class size issues to be warranted. **I recommend a more vigorous use of joint union-management committees, already present in the Agreement, to address the logistic problems involved in class size and class arrangement.** In addition, I recommend that: **the Agreement include a decrease in Secondary Class Size to a maximum of 50 for Physical Education (PE), beginning July 1, 2026.**

#### *Article 19: Safety*

UTR has raised concerns with the conditions in classrooms and other facilities in this Article. One involves the cited problem of classroom temperature, particularly classrooms in which the teachers and students endure temperatures that are too high for productive education to occur. The Union advocates for temperatures between 68 and 76 degrees Fahrenheit to be maintained in each classroom with HVAC. It further proposes that all school rooms be

adequately heated, where announcements and alarms can be heard and with adequate space<sup>1</sup> for the function performed in that room. During discussions following the hearing, the District indicated that it would accept an approach that provided for new modernization projects to include adequate HVAC systems in all such projects. It also indicated that it would accept an approach that included provision of appropriate space at each school site for initial assessment of students.

I find that the issues raised in the Article are basic and are essential to the maintenance of a reasonable educational environment. I am sympathetic to the economic difficulties to a wholesale, all-at-once “fix” of this problem. I recommend that the following language be adopted as part of Article 19:

**Effective 7/1/2026, all new modernization projects will include HVAC systems that provide for temperature ranges of 68 to 76 degrees Fahrenheit in the structures used for educational, school activity and faculty purposes. Such projects will provide for adequate<sup>2</sup> space and adequate communication and alarm systems. In addition, the District, with assistance from UTR, will identify all facilities that fail to provide temperature in the 68-76 degrees Fahrenheit range during their active use or that lack adequate space for necessary storage, educational and/or administrative use or fail to provide adequate access to communication and alarm systems. This survey will be completed by 7/1/2026. The District shall address these issues as a priority matter, with a target date of 6/30/2027, for remedying found deficiencies, at least on an interim basis. The District may rely on UTR or individuals for suggestions on how to achieve interim remedies to deficiencies.**

### *Article 23: Salary*

The District has proposed a 2.0% increase in 2025-2026. During discussions after the hearing, the District indicated some possible movement in its position. The Union proposed a

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<sup>1</sup>The Union proposes 20 square feet per person. This recommendation substitutes “adequate” for any specific numeric delineation of the amount of space required.

<sup>2</sup>“Adequate” means adequate for the purposes intended for its use.



5% increase for each year. As previously noted, the parties differ as to their assessment of the District's present and projected financial situation and to the causes of the financial strain. The District argues, in part, that declining enrollment is a key factor in lowering incoming funds. The Union cites excessive and unwise use of contracting out as the reason for District deficits. However, the fact remains that for 2024-2025, the District experienced deficit spending with the unaudited actuals showing a deficit of \$16,904,550.00. On the other hand, District-supplied data for the past five years shows that COLA and CPI exceed unit salary increases by 4.5%. This was exacerbated by a 0% increase for the 2024-2025 school year and left the bargaining unit below many comparable school district units in Contra Costa County. High resignation/retirement rate and vacancy rates in the District are concerning.

Little would be gained by pushing the District to jeopardize its financial stability by overly ambitious immediate action. A long term, continuing effort by the District to compensate teachers and others in the bargaining unit to the maximum extent possible is needed to provide for an educational system that the community wants and deserves. The following is recommended:

**Effective 7/1/2025, increase UTR unit salary schedules by 2.5%.**

**Effective 1/1/2026 increase UTR unit salary schedules an additional .5%.**

**Effective 7/1/2026 increase UTR unit salary schedules by 3% or by the State approved 2026-2027 LCCFF Funded COLA, if that amount is higher than 3%.**

#### *Article 25: Health and Welfare Benefits*

The District has proposed to an increase in the District contribution to medical benefit premiums, effective 1/1/2026, to 85% from the present 80%. The Union proposed increases in the District contribution to 100% on January 1, 2026. The approach discussed above that

encourages long term, continuing effort by the District to invest in the UTR bargaining unit applies here.

It is recommended: **Effective 1/1/2026, the District contribution to medical benefit premiums shall be 85%. Effective 1/1/2027, the District contribution to medical benefit premiums shall be 90%.**

*Article 46: Staff Development*

There is a recommended change to this Article. It is explained as part of the discussion of Article 53: Special Education and is delineated under that Article.

*Article 52: Special Education*

The problems, concerns and difficulties related to Special Education, both as to the provision of the needed services, the requirements to do so, the methods and means, the needed staffing, the impact on members of the bargaining unit and the costs involved were thoroughly discussed by both parties. During discussions that followed the Factfinding Hearing, the parties recognized the possibility of a gradual, long-term approach. On the issue of class size the District suggested that it would consider case sizes capped for Special Language Pathologists. On the issue of contracting out and opportunities for increased bargaining unit involvement, the Union suggested support of up to ten bargaining unit members to transition into Special Education certification. It is recommended:

**Effective 7/1/2026, Special Language Pathologist caseloads will be capped at 1:55. Overage up to 1:65, as a hard cap, will be administered as follows: an additional five students (from 56 to 60) conditioned on extra pay equivalent to .1 (per diem) and for students from 61 to**

**65 conditioned on an additional pay equivalent of .1 (per diem). No Special Language Pathologist will be required to exceed the hard cap case load of 1:65.**

The following provision will address Special Education issues, but will be incorporated into **Article 46: Staff Development:**

**Up to ten present bargaining unit members will be supported by the District in gaining certification as an Education Specialist in Special Education. The District will defray educational costs up to a limit of \$10,000 for each bargaining unit member who presents evidence of such costs. The District shall reimburse members for tuition, fees, tests, and books/materials necessary to earn a credential in Special Education. Bargaining unit members will be reimbursed following submission of completed quarterly or semester coursework with a passing grade of “Pass”, “C” or better. Educators who wish to participate in the reimbursement program for the following school year shall apply no later than December 15<sup>th</sup>. In the event more educators apply than there are available spaces, educators will be selected for the program based on the following criteria: District seniority, satisfactory or better on most recent evaluation. If these criteria are equal, members will be selected based upon order of application. Members who participate in the program will be expected to continue in the Special Education position for three full academic years.**

#### *Article 54: International Education*

This proposed new Article in the Agreement addresses the increasing usage of internationally based teachers for language immersion and special education programs. The use of internationally based teachers has become more complicated with the changing regulatory and legal landscape. The Union has presented the hardships experienced by internationally based teachers in transitioning to a new environment, culturally, economically and legally. The parties have presented varying versions of the new Article. It is recommended that the following provide the initial version of Article 54: International Educators.

#### **Section 1: Purpose and Intent**

**The District and the Union recognize the valuable contributions of international educators in enriching the educational experience of our students and enhancing cultural exchange. This article aims to ensure the respectful and fair treatment of international educators, and**

**to provide a framework for adequate support to help them integrate into the District, their union and our school community effectively. An international educator for purposes of this article is a certificated educator recruited by WCCUSD or its agents/representatives, from outside the United States, in order to provide ongoing educational services as a certificated employee of WCCUSD to students within WCCUSD.**

## **Section 2: Recruitment Standards**

**The District will make every reasonable effort to ensure that all recruitment agencies or intermediaries engaged by the District, whether in the US or abroad, which recruit international educators on behalf of WCCUSD adhere to ethical recruitment standards, including full transparency to potential employees regarding contracts or any binding agreements on the recruited educator with the labor recruitment agency. The recruitment effort shall comply with applicable state and Federal law.**

## **Section 3: Employment Support**

**The District shall provide relocation loans/advances to each international educator, upon request, to offset costs related to visa acquisition, travel, housing arrangements, finger-printing and vaccinations up to a limit of \$2,000. These loans/advances will be deducted from paychecks during the first school year of employment.**

**The District shall implement an orientation program for international educators within 30 days of their arrival in the U.S. In addition, each newly hired international educator will be paired with a mentor teacher to support professional and personal acclimatization during the first year of employment in the District.**

**UTR will be notified in writing as soon as is practical of the arrival in the U.S. of each international educator, including an address, personal email and phone number at which each may be contacted, if known.**

**The District will determine to sponsor international teachers for permanent residence on a case by case basis, provided that the District has employed them for at least one full school year.**

## **Section 4: Joint Committee**

**Prior to June 30, 2026, up to three UTR-designated members and up to three District-designated members shall meet to evaluate and recommend the recruitment agencies to be used for hard-to-fill positions, including international teacher recruitment, and make recommendations on how to improve these recruitment efforts, including but not limited to**

**direct recruitment efforts that do not rely on recruitment agencies. The Superintendent for the District shall be a member of this committee, if logistically possible. If the Superintendent cannot attend, she will designate a personal representative who reports directly to her.**

Dated: November 28, 2025

*David Handsher*  
David Handsher, Panel Chair

Concur \_\_\_\_\_

Concur \_\_\_\_\_

Concur in part \_\_\_\_\_

Concur in part X

Dissent \_\_\_\_\_

Dissent X

\_\_\_\_\_  
Employer Panel Member

  
\_\_\_\_\_  
Union Panel Member

November 28, 2025

Concurrence in part and Dissent in part regarding PERB Fact Finding Case SF-IM-3463-E

Dear Mr. Handsher:

This communication constitutes my concurrence in part and dissent in part as a panelist in this matter, on behalf of the United Teachers of Richmond, CTA/NEA (UTR) regarding your report as Chair in this case.

I concur with the Chair's recommendation regarding Articles 1-Term, 10-Hours, 46-Staff Development.

I dissent with regard to Articles: 12-Class Size, 23-Salary, 25-Employee Benefits, 52-Special Education, and 54-International Educators

And finally, I concur in part and dissent in part with regard to Article 19-Safety.

While I appreciate the Chair's service to the parties, and his recognition that the district can and should do much more that it has been willing to up to now, I am disheartened at his disregard of the depth of the vacancy and educational crisis facing West Contra Costa students, as well as the meticulously documented path to resolve the crisis set forth by the union. An incremental approach to what is in fact an outright emergency is insufficient. Thousands of West County students are falling behind every school day when they find, yet again, no permanent certificated educator in their classrooms.

As increased compensation and the resources to provide it are at the heart of the current impasse, I will focus first on that issue:

As to Article 23, I dissent as to the Chair's recommendation that the pay raise be less than UTR's proposal of 5% + 5% plus elimination of salary steps 1, 12, 13 and 20, and retroactive crediting of all years of service on the salary schedule for the handful of educators denied full credit upon initial hire. WCCUSD educators are the lowest paid in the region and the district has more than enough funding to satisfy their reasonable pay proposal. The changes to the salary schedule, and the crediting of all years of service to incumbent educators are urgently needed to retain staff and stem the vacancy crisis. The Chair's ignoring these important changes does not bring the parties closer to an agreement.

Of particular concern is the Chair's recitation of an erroneous figure for the cost of a 1% raise. He cites an astronomical \$2,232,000 as the cost of a 1% raise. One need only consider the September 2025 Unaudited Actuals report shared at the hearing to see that the total 24-25 salaries of all non-management certificated employees, including all

substitutes who are not in the bargaining unit, only totaled \$162,500,000. And since the number of educators has decreased precipitously since the 24-25 school year, and there has been no raise to the bargaining unit since July 2023, the reality is a 1% raise for UTR educators costs only about \$1.6 million. Even WCCUSD management recognized this when it issued its “UTR 2025 Negotiations Article Proposals-Estimated Costing” document which set forth the cost of the two proposed 5% raises at only \$17,200,000 over the two years of the new contract.

UTR provided an extremely robust financial rationale for how the district could afford the union’s salary proposals that address the urgent staffing crisis at the hearing in this matter on November 18, 2025. UTR’s team provided the following information about WCCUSD’s severe under-projecting of revenue:

#### **LCFF Revenue**

WCCUSD significantly underrepresented the unduplicated student count AND under projected ADA in its calculations of 25-26 LCFF funding using the LCFF calculator. Just by UTR inputting the undisputed current unduplicated students count and current ADA, WCCUSD’s own LCFF calculator generates an additional \$3.5 million.

#### **Other State Revenue**

The state block grants for 25-26 were improperly ignored in identifying revenues for 26-27. Those block grants constitute another \$9 million in revenue for 26-27.

The state settle-up from the 24-25 Prop 98 funding is calculated at approx. \$350 per ADA. This alone will generate another \$16 million in 26-27: \$8 million for the settle-up, and another \$8 million of ongoing funds in 26-27 (and again in 27-28).

#### **Other Local Revenue**

Based on the average of the last 5 years of revenues, the “other local revenue” category for 25-26 has been under projected by \$7 million.

#### **Federal Revenue**

Federal income has suffered no actual cuts to date, yet WCCUSD has reduced it by \$10 million for 25-26. If we just apply last year’s federal funding with no increase, we should reasonably expect an additional \$10 million.

#### **Other Funds**



In order to fund a bridge period to fully staff the district with more competitive wages and wean off WCCUSD's administrators of their reliance on high cost, low value contractors, the district has available \$42 million in unrestricted funds. These dollars sit in Fund 71 which purports to be for retiree health benefits. However, these benefits were ended to new employees decades ago, and they are a dwindling liability which is actually paid by WCCUSD on an ongoing basis each year. The district can prudently retain \$20 million in Fund 71, and still designate the remaining \$42 million to pay for a bridge period to fund a transition to a fully staffed district. These resources can also pay for important one-time costs in the UTR proposals, such as labor certifications for the 86 H1B International educators, HVAC in the hottest schools, and to support teachers willing to earn credentials to work in hard-to-fill SPED and Title 1 positions.

The Chair also erred in failing to recognize that WCCUSD has also over-projected expenditures by projecting costs for certificated vacancies as though they were filled with educators earning pay, STRS and healthcare. The Position Control Report provided by WCCUSD for 25-26 showed 128 vacancies projected in the budget as staffed.

Despite our presentation highlighting district overreliance on outside contractors, the Chair did not set forth any explicit recommended reduction in the amount spent on outside contracts and vendors, which is necessary for the district to correct for misplaced spending priorities and prioritize funds for students and educators. WCCUSD spending in the 5000s (contracts and services) budget category has increased from 13% to 23% of total outgo in the last 5 years – an increase from \$59M to \$117M. Simply returning to 2020/21 levels could provide an additional \$57M.

### **Cost of UTR's Core Proposals**

UTR and the District have both costed the union's core proposals, those costs are:

- 25-26 Salary schedule restructuring: \$4.6M (elimination of 4 steps)
- 25-26 5% salary schedule increase: \$8M
- 26-27 additional 5% salary schedule increase: \$8M
- Fully-paid family Kaiser at CalPERS rate: \$6.4M ongoing

The increased revenue sources identified by UTR total \$45 million in funds WCCUSD can reasonably expect to be ongoing, as well as \$42 million in one-time unrestricted funds being hoarded by WCCUSD away from students and those who serve them. In addition, funds in contracts and budgeted vacancies could represent additional savings. As is clear

in UTR's corrected Multi-Year Projections for WCCUSD based on these more accurate projections which were presented at the hearing, the district can afford UTR's compensation and health benefits proposals and more.

The Chair's recommendation on compensation seems even more unjustified when we consider that as vacancies have soared and thousands of West County students suffer irreparable educational loss as a direct consequence, WCCUSD administrators have accumulated over \$62 million in unrestricted reserves. While WCCUSD has maintained a fiction that these dollars are for post-employment health benefits, the reality is the benefits were ended decades ago and now constitute a declining liability, i.e. last year only \$14 million—out of a total outgo exceeding \$550 million.

Again, I dissent as to the Chair's recommendation on salary, and I recommend that the West Contra Costa Unified School Board recognize both the extreme staffing crisis, and its extraordinary educators, by immediately implementing UTRs' proposal for a 2-year agreement effective as of July 1, 2025 at 5% on-schedule for 2025-2026 and 5% on-schedule for 2026-2027, including the elimination of the "dead year" salary steps, and the retroactive crediting of all years of service.

As to Article 12-Class Size, I dissent. While I appreciate the Chair's willingness to reduce by 1 WCCUSD's worst-in-region class size limit for physical education, West County students deserve better. Consistently lamentable student outcomes in WCCUSD are a clear indicator of the students' need for more individualized attention. As to its proposals on class size, UTR is especially outraged at the district's callousness towards its English language learner students. While Superintendent Cotton boasts about the success of WCCUSD's secondary Internationals Academies, she refuses to memorialize any commitment to their continuation as currently configured. The refusal to reach agreement here is not a cost-savings decision, it is a failure to our students by this District's Board and administrative leadership.

As to Article 25, Health Benefits, I strenuously dissent. To accept the Chair's recommendation here would still leave WCCUSD educators with the costliest health benefits in the region, still serving to drive hundreds more credentialed educators from our district. It is especially distressing that no justification was provided for such a miserly recommendation.

As to Article 52-Special Education, I dissent. After the heartbreaking testimonials by educators at the hearing, it could not be clearer that immediate and meaningful improvements are needed to the learning conditions of WCCUSD's students who receive special education services. I am perplexed at the Chair's recommendation of a degrading of such students' already substandard learning conditions. His recommendation regarding

Speech Language Pathologist (SLP) caseloads actually worsens already deplorable working conditions for these highly sought after professionals by increasing the cap on their caseloads. That recommendation leaves us closer to a strike, not an agreement. WCCUSD should agree to immediate implementation of UTR's proposal on Article 52 as written.

As to Article 54, I again must dissent. WCCUSD's primary recruitment strategy is to hire educators for special education and dual language immersion positions from foreign countries, and mostly through 3<sup>rd</sup> party labor contractors. The Chair's recommendation is no improvement to the status quo and provides no guarantee of a pathway to legal permanent residence for the 86 international educators on H1B visas currently serving West County students. In fact, the Chair inexplicably declared WCCUSD's employment of its international educators "has become more complicated with the changing regulatory and legal landscape," when in fact there have been zero changes to either the legal or regulatory reality. The only change that has occurred is that President Trump has applied an additional \$100,000 fee to FUTURE H1B applications, and this has no implications for WCCUSD's current international educators, whose working conditions UTR is looking to improve. The increasingly oppressive dynamic which the Chair ignored is that in Trump's America scores of non-citizen educators and their families are living in fear because WCCUSD refuses to memorialize for their benefit what has been the district's practice for years. It is the district's current practice, that if an international educator employed on an H1B visa has earned permanent status under the California Ed Code by successfully completing 2 years of employment with WCCUSD and has achieved a clear California teaching credential for the assignment in which they teach, WCCUSD will sponsor them for labor certification which is their path to legal permanent residency in the United States. Consideration on a "case by case" basis is no assurance, and is, in fact, worse than what is current practice. The Chair's support of WCCUSD's mean-spiritedness here is extremely disappointing. It leaves educators closer to a strike, not an agreement.

As to Article 19, I concur in part and dissent in part. I concur as to the Chair's recommendation about assessing each school site regarding temperatures and related HVAC and climate control issues. I also concur as the recommendations as to appropriate spaces to provide instruction and services to students. I dissent because the Chair failed to address the need for itinerant educators to have a secure place to store their instructional materials and confidential student records at each site to which they are assigned.

That so many key issues remained unresolved after 10 months of negotiations sessions, should serve as a scathing indictment of the district Board and administrative leadership that has utterly failed to address the biggest challenges facing the district. The Union's

negotiators at the hearing observed that management negotiators were seldomly prepared, and at one point admitted they never intended to reach an agreement with the union on a new contract before it expired. And since impasse was declared on August 19, 2025, no meaningful communication has occurred with District leadership.

Please attach this concurrence in part and dissent in part to the final decision to be filed with the parties and with PERB.

Thank you for your service to the parties.

Sincerely,

*Mark Erwin Mitchell*

Mark Erwin Mitchell, Executive Director  
United Teachers of Richmond, CTA/NEA

Concur \_\_\_\_\_

Concur \_\_\_\_\_

Concur in part ✓  
*Attached.*

Concur in part \_\_\_\_\_

Dissent \_\_\_\_\_

Dissent \_\_\_\_\_

  
 11/28/2025  
 \_\_\_\_\_  
 Employer Panel Member

\_\_\_\_\_  
 Union Panel Member

## **CONCURRENCE AND DISSENT OF EMPLOYER PANEL MEMBER**

### **Introduction**

The Panel Chair states on pages 4-5 of the Factfinding Report and Recommendation ("Report"):

It is generally true that both sides to this controversy would agree that significant effort and resources are needed to improve the learning environment for students and to provide the necessary support and resources for the teachers and other members of the bargaining unit. As is the case with most social and labor disputes, the bottom line is a monetary one, both in providing the learning resources and the very basic issues of pay and benefits to retain, reward and support the bargaining unit members. The disagreement between the parties arises partially as to methods, but largely as to the financial status of the District and how its resources are being utilized.

(Report pgs. 4-5.)

As the West Contra Costa Unified School District's Panel Member, I agree with the Chair's statement. I also agree and disagree with several of the Chair's recommendations, which are discussed in more detail below. Before turning to that discussion, however, I share some observations that may assist the parties in reaching an agreement and that may provide the public with a better understanding of the challenges and opportunities facing the District arising from this labor dispute.

### **A Word or Two About the Factfinding Process**

The overriding purpose of this Report is to provide the Parties – the District's Board and the Union's leadership – with recommendations that might form the basis of an agreement to resolve their current labor dispute. The presentations during the Factfinding hearing made clear that the disagreements are multifaceted and layered. It was also clear to this Panel member that, at least from the Union's perspective, frustrations in the labor-management relationship were building long before the new Superintendent arrived. She has been in the District for less than six months.

Accordingly, how the parties eventually resolve this dispute is not done in a vacuum but involves consideration of the broader context in which they find themselves, not just the critical fiscal reality the District is facing. The willingness and ability of the Union leadership and District leadership, including the Board, to work collaboratively to solve the systemic issues facing the District will be essential to how

the District moves forward to address this broader context in a way that best serves all of the District's students.

Among the multiple issues that stood out to this Panel member that impact the context here is the undisputed evidence of the dramatic decline in students attending the District's schools. The District is funded primarily on the number of students who attend school from year to year. In fact, nearly 94% of the District's unrestricted revenues are apportioned to the District by the State under the Local Control Funding Formula (LCFF).

There was no disagreement that, since the 2020-2021 school year, the District has lost over 2,200 students.<sup>1</sup> Had these students remained in the system, the District would have more than \$33,000,000 in ongoing revenue that it simply does not have. Indeed, increases in the LCFF COLA have been offset by this declining enrollment. As the Chair notes:

The District points out that the ADA and enrollment for WCCUSD have been falling for the last several years. This results in a decrease in actual LCCF funding despite COLAs provided by the State. *(Revenue declined by 3.98% despite a 1.07% COLA in 2024-2025).* The District experienced deficit spending in 2024-2025 with the unaudited actuals showing a deficit of \$16,904,550.00." The State requirement for unrestricted budgetary reserves is 3%. *The District's unrestricted reserves decreased from 11.56% to 8.3% in 2024-2025, much lower than state average and most surrounding school districts.*

(Report pg. 5, emphasis added.)

Yet, while student enrollment, attendance, and the associated revenue have been declining, the District has not made the key staffing and other adjustments, including its certificated staffing, to reflect the reality of far fewer students. This is one of the critical factors explaining the District's severe fiscal condition. This is not an easy challenge to solve – yet it is vital to the District's ability to remain fiscally solvent in the near and long term, and to provide the educational programs for students and the compensation package that are essential to recruit and retain educators to serve District students effectively.

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<sup>1</sup> This decline would have been even greater had the state not added a new grade called "transitional kindergarten" or "TK" which add approximately 1,000 new children to the current year enrollment.

### Recommendations

I now turn to the ten articles before the panel, and address them in the same order as the Chair.

#### *Article 1: The Agreement*

I concur with the Chair's recommendation.

#### *Article 10: Hours of Employment and Duty Assignment:*

I concur with the Chair's recommendation.

#### *Article 12: Class Size*

I concur with the Chair's recommendation to the extent that the intent of the secondary PE class size reduction is to a maximum average of 50. If that is not the intent, I dissent and note that the District's current secondary PE class size averages are consistent with those of other unified and high school districts in the area.

#### *Article 19: Safety*

**Temperature Regulation:** The District is committed to providing a safe and healthy work environment for all employees. Work environments are regulated by State law and regulations, including guidance from the California Department of Education for excessive heat waves, on the rare occasions they occur within the District.<sup>2</sup> <https://www.cde.ca.gov/ls/ep/extremeheat.asp>

Cal/OSHA's indoor heat rule (Title 8, §3396) applies when indoor temperatures reach 82°F or higher, with stricter requirements at 87°F or for employees wearing heat-restrictive clothing. The law does not require installing air-conditioning. Instead, employers must reduce heat hazards using feasible

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<sup>2</sup> Between January 1, 2025, and June 15, 2025, in the City of Richmond, there were only two days that exceeded 80 degrees within the District's boundaries and none exceeding 90 degrees. Similarly, between the start of the 2025-2026 school year in August 2025 to the present, there was only five days exceeding 80 degrees none exceeding 90 degrees. (See <https://www.timeanddate.com/weather/@z-us-94806/historic?month=11&year=2025>)



engineering controls (e.g., fans, ventilation, cooling equipment), administrative strategies, or protective measures. If full engineering controls are infeasible, the District must reduce temperatures to the lowest feasible level and take steps to minimize heat-illness risks.

Because District buildings vary widely—older structures, newer sites, and portables—achieving a uniform temperature standard across all campuses is not immediately possible. Installing or upgrading HVAC systems often requires costly structural, electrical, and roofing modifications, and utility expenses are already a significant ongoing cost. The District will address temperature regulation in a phased, sustainable way by assessing each site’s needs and developing tailored plans.

To this extent, This Panel member agrees with the Chair’s recommendation to:

Effective 7/1/2026, all new modernization projects will include HVAC systems that provide for temperature ranges of 68 to 76 degrees Fahrenheit in the structures used for educational, school activity and faculty purposes. Such projects will provide for adequate space and adequate communication and alarm systems. In addition, the District, with assistance from UTR, will identify all facilities that fail to provide temperature in the 68-76 degrees Fahrenheit range during their active use or that lack adequate space for necessary storage, educational and/or administrative use or fail to provide adequate access to communication and alarm systems. This survey will be completed by 7/1/2026. The District shall address these issues as a priority matter, with a target date of 6/30/2027, for remedying found deficiencies, at least on an interim basis. The District may rely on UTR or individuals for suggestions on how to achieve interim remedies to deficiencies.

**Additional Workspace:** Similarly, the importance of appropriate workspaces for student assessments and educators is recognized. Like many districts statewide, unused space is extremely limited, and aging facilities makes it difficult – and costly – to guarantee at all times upgraded workspaces. A joint commitment to address these issues as they arise, however, is critical and solutions will require shared use of existing space and collaborative planning.

#### *Article 23: Salary*

I dissent from the Chair’s recommendations for the 2025-2026 and 2026-2027 salary increases. Ongoing compensation increases are central to the current labor dispute. For the current year, each one percent (1.0%) increase is \$2,232,000 million just for UTR. Put differently, an additional 0.5% increase

is another \$1,100,000 in ongoing costs. And this does not account for the contractual parity (“me too”) provisions in other collective bargaining agreements in the District.<sup>3</sup>

While the Chair’s recommendation is understood and respected, it does not fully consider the current-year and multi-year impacts of the recommendation, especially given the Chair’s acknowledgment that the District is currently deficit spending. (Report, pg. 9.) Because the District is deficit spending, the District would need to make immediate budget reductions to pay for any ongoing increases.

**FY 2025-2026:** The Chair’s recommendation for the current year is to allocate an ongoing increase between a retroactive component and a prospective component. This is an effective way to structure any ongoing increase when revenue is tight. For the current year, however, the short- and long-term implications of the amounts proposed are significant because of the substantial deficit spending already underway, which would only worsen due to the me-too contractual commitments. UTR salaries, as a bargaining unit, are significantly higher than those of all other bargaining units in the District combined. Accordingly, what might be an affordable approach for another bargaining unit is not sustainable with the largest bargaining unit because of the sheer magnitude of the dollars involved.

The Chair noted the comparison of UTR salary increases with the LCFF COLA, which largely funds the District. Since the inception of LCFF funding just over 10 years ago, negotiated salary increases with UTR have outpaced LCFF funding increases, reflecting the District’s overall effort to negotiate fair compensation increases. However, the Chair is also correct that in the last four years or so, LCFF funding increases have outpaced negotiated salary increases. Yet this corresponds to the same time period during which student ADA dramatically declined.

The 2025-2026 state LCFF COLA is 2.3%. Accordingly, as the District’s independent Panel member, I recommend an ongoing 2025-2026 salary increase of 2.3%. Because a one percent increase for UTR is \$2,232,000, this increase alone would require the District to make *additional budget*

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<sup>3</sup> A 1.0% salary increase for all employees is \$3,892,000, which includes the “me-too” impact.

*reductions of approximately \$5,133,600 on top of the \$6,400,000 already approved.* The reality of reduction is particularly true because the effective LCFF funding to the District *did not* reflect a 2.3% LCFF COLA due to the District's ongoing decline in ADA.

**FY 2026-2027:** The Chair also recommends a three percent (3.0%) ongoing salary increase next fiscal year (beginning July 1, 2026), or a higher percentage amount if the LCFF COLA is higher. Again, the basis of the Chair's recommendation ignores two fundamental facts. First, the Legislative Analyst's Office for the State Legislature just reduced the LCFF COLA estimate for 2026-2027 to 2.51%. There was no evidence in the hearing from either party that District ADA will not continue to decline next year. Accordingly, the effective LCFF funding to the District will almost certainly decline again.

Second, the Chair's recommendation minimizes the impact of significant deficit spending already underway on the ability to fund future increases. The 2026-2027 recommendation alone would require the Board to take action in the current year, by March, to make *additional budget reductions of well over \$11,676,000, which would need to become effective July 1, 2026, on top of the over eleven and a half million dollars of reductions to fund just the 2025-2026 increases.* Reductions of this magnitude are not sustainable unless the parties are willing to seriously consider the actual dollars generated by the effective LCFF COLA for the District, given that ADA is declining.

I would propose that the parties reopen salary discussions for 2026-2027 in the late spring of 2026, closer to the Governor's May revise, to allow better information to become available and to enable the parties to work together on solutions to reduce current deficit spending.

While I dissent from the Chair's recommendation for ongoing wage increases in both years, I encourage the District and UTR to recognize the common realities they both face: ongoing compensation increases are needed to remain competitive, yet must be affordable and can only be achieved through significant ongoing budget reductions. I encourage frank and candid discussions between the parties aimed at resolving this core issue without harming or disrupting the educational environment for District students, their families, and District employees.

*Article 25: Health and Welfare Benefits:*

I concur with the Chair's recommendation to increase the District's contribution to 85% of the Kaiser tiered benefit effective January 1, 2026, and to 90% of the Kaiser tiered benefit effective January 1, 2027, even though this is an additional significant ongoing expense to the District that must be included in the ongoing budget reductions. Yet, the affordability of health care benefits to District employees is an essential component of recruiting and retaining educators in the District.

*Article 46: Staff Development*

I dissent from the Chair's recommendation that the District reimburse up to ten present members for tuition, fees, tests, and books/materials necessary to earn a credential as an Education Specialist in Special Education for costs up to \$10, 000. The finding neglects to take into account the District's already-existing programs far more broadly oriented toward recruitment and retention of teachers for hard to fill positions such as Special Education.

The record included evidence the District offers residency programs through University of California, Dominican and California State University, East Bay to welcome cohorts of newly credentialed teachers to gain clinical practice for teaching under the guidance of a mentor teacher. The credentials offered are for General Education and Special Education (one of the District's hard to fill positions) teachers. This effort is designed to produce more than 200 new teachers in the District. In light of the severe resource constraints, investment in this program will produce far more credentialed teachers in the mid and long run that can serve District students.

The District also offers mentor programs for new and struggling teachers via the Teacher Induction Program ("TIP") that pairs up first and second year teachers with experienced mentors. Additionally, the Teacher Support and Assistance Program ("TSAP") supports interns and teachers on STIPS and PIPS.

These are all cost effective and viable efforts to recruit and retain skilled teachers for all areas including Special Education. As the moving party that bears the substantial burden of proof to

demonstrate that the District should move away from these established programs, UTR has offered no comparative data to show positive impacts in other comparable districts of district-reimbursed Special Education credentials versus teacher residency programs and mentor support for struggling teachers.

*Article 52: Special Education*

I concur with the Chair's recommendation regarding the Speech, Language, Pathologists' caseloads, to begin July 1, 2026. I understand the Chair is recommending status quo on the remainder of the Special Education article, and to that extent concur with his recommendation

*Article 54: International Education*

I concur with the Report's recommendations with respect to Article 54 as follows: Section 1 Purpose and Intent, Section 2 Recruitment Standards, and Section 4 Joint Committee. Evidence presented during the Fact-Finding hearing demonstrated that the recruitment and commitment of international teachers has been a critical component of the District's efforts to staff hard to fill positions in the District. Both parties also seemed to recognize the potential for a changing federal landscape regarding the process and procedure to recruit international teachers, and recognize that international teachers hired by the District should be supported.

Accordingly, regarding the Report's recommendation in Article 54 Section 3, Employee Support, I concur with the recommendation to pair newly hired international educators with a mentor teacher for support. While I acknowledge the importance of the program, I dissent from the recommendation to provide relocation loans/advances to each international educator upon request. No comparative data or other evidence was presented during the Fact-Finding hearing showing that comparable districts provide money for legal fees, housing, vaccinations or additional stipends to international employees, or even that these pre-employment matters are within the mandatory scope of bargaining. Given the District's obligation to account for every penny, it is important that the District exercise fiscal integrity and avoid the risks associated with the risk of advancing public funds that may not be repaid.

### Conclusion

While I agree with many of the Panel Chair's recommendations, I dissent with certain key recommendations, including the ongoing salary increases. While the effort to propose a wage recommendation is respected, the implications of the recommendation, given the significant deficit spending and declining ADA existing in the District, do not allow me to join them. Even the recommendations I have made would require substantial budget reductions. Nevertheless, I encourage the parties to focus their efforts on reaching an agreement on compensation in the days ahead and to do so in a fiscally responsible manner that values and prioritizes the commitment of the District's educators, supports the District's students and families, and looks to the future, not the past. Finally, I also recognize that neither the Chair's recommendations nor my recommendations address the full range of issues the parties were negotiating. As a result of that reality, I encourage the parties to resume negotiations to address those important issues in a way that looks to the future.

Dated: November 28, 2025



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Roy Combs  
West Contra Costa Unified School District Panel Member

