

FACT FINDING DISCUSSION AND RECOMMENDATIONS

In the Matter of the Impasse Between

NATOMAS UNIFIED SCHOOL DISTRICT
Employer

-and-

NATOMAS TEACHERS ASSOCIATION
Exclusive Representative

PERB CASE NO: SA-IM-3634-E

Report Issued
March 5, 2026

Hearing Held on February 20, 2026
Natomas Unified School District
1901 Arena Boulevard
Sacramento, CA 95834

Members of the Fact Finding Panel

Employer Panel Member:

John Gray, School Services of
California, Inc.

Impartial Chairperson:

Donald Raczka, Fact Finder

Union Panel Member:

Brian McNally, California
Teachers Association

Making Presentations to the Fact Finding Panel:

For the Association:

Emma Erbach, California Teachers Association
Justin Vorhaver, Co-Bargaining Chair, Natomas Teachers Association
Bert Salinas, Teacher, Co-Bargaining Chair, Natomas Teachers Association
Nico Vaccaro, President, Natomas Teachers Association
Randy Hodge, Teacher, Natomas Teachers Association

For the Employer:

Matt Phillips, School Services of California, Inc.
Angela Herrera, Deputy Superintendent, Natomas Unified School District

DISTRICT AND ASSOCIATION DESCRIPTIONS

The Natomas Unified School District (“District”) serves over 11,000 students in some capacity. The District has approximately 10,600 students in transitional kindergarten through the 12th grade and has approximately 33% of its students enrolled in charter schools. The District’s 15 schools include four K-5 elementary schools, five K-8 schools, two middle schools, two comprehensive high schools, one alternative high school and one dependent charter school.

According to a New York Times study completed in 2009 and updated 2016, Natomas Unified School District is the second most diverse school district in the United States. The District offers a variety of academic programs to meet all children’s unique needs to help meet the District’s Core Belief of “All NUSD students graduate as college and career ready, productive, responsible, and engaged global citizens”.

The Natomas Teachers Association (“Union” or “Association”) was recognized as the Exclusive Representative of the District in 1976. It represents approximately 667 employees, including teachers, counselors, nurses, pre-school teachers, psychologists, social workers, speech and language pathologists.

HISTORY OF NEGOTIATIONS

The parties “sunshined” their respective proposals to the public on January 15, 2025, and met for fourteen sessions from February 2025 through October 2025. They have tentatively agreed on 5 Articles: Articles 7 – Professional Support Program; Article 9 – Evaluation; Article 19 – Dependent Charter; Article 20 – Progressive Discipline; and Appendix E – Stipend Schedule. Additionally, the parties signed Memorandums of Understanding on Article 9 and Article 19 for the 2025-26 school year.

PERB declared the parties to be at impasse on October 29, 2025, after a joint request by the parties. Two mediation sessions were held on December 10 and 15, 2025 and the mediator certified the parties to factfinding on December 30, 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 schools.
4. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.

5. The Consumer Price Index for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
7. Such other facts not confined to those specified in paragraphs 1 through 6, inclusive, which are normally and traditionally taken into consideration in making such findings and recommendations.

ISSUES BEFORE THE PANEL

There are seven issues before the Panel:

- Article I – Agreement
- Article IV – Salaries
- Article V – Hours of Employment
- Article VI – Health and Welfare Benefits
- Article VIII – Safety and Well-Being
- Article X – Class Size
- Article XIII – Special Education and Special Subjects Specialist

The Chair’s Findings and Recommendations

After a review of the facts and arguments presented by both parties, the Chair recommends the following for each of the Articles before the panel:

Article I – Agreement

The Union proposed a two-year Agreement and the District proposed a three-year Agreement, with reopeners for Salaries and Health and Welfare Benefits for 2026-27 and 2027-28. The relationship between the parties has gotten progressively worse as the negotiations continued through the year, especially during this impasse process since October, 2025, with a threatened strike by the union and preparations for that threatened strike adopted by the Board of Education.

The Chair is firm in his belief that an agreement is preferable to a job action and a “locked-down” contract through 2026-2027 would benefit both sides. It will also give clear predictability for personal budgets for the union members and for District budget planning for 2026-27

Recommendation 1: Term – The Chair recommends a three-year Agreement covering all Articles for the 2025-2026 and 2026-27 school years with reopeners for 2027-2028 of all compensation (Articles IV (Salary) and Article VI (Health and Welfare Benefits) with 3 additional Articles per side.

Article V – Hours of Employment

The Union has proposed changes in several items in this Article. The Chair will make recommendations on each of those proposals contained within this Article.

The Association proposed equalizing elementary teacher preparation time to 90 minutes per week by increasing the amount of preparation time for TK through 3rd grade teachers and providing payment for missed preparation time that is not made up within two weeks. District proposed Status Quo for any changes citing increased costs, stating it may need to hire several new staff to provide this increase to weekly preparation time.

The Chair used the chart of the comparative districts provided by the Association and recognized that the Natomas teachers were below most of the amount of preparation times of the Districts cited. However, the parties would need to agree on how many new staff at what cost and which budget category could be used to hire these new positions before implementing these provisions.

Recommendation 2: The Chair recommends increasing the prep time for TK-3 teachers to 90 minutes per week, beginning in the 2026-27 school year but does not agree with the Associations proposed payments to the teacher for missed time.

The Association proposed establishing a weekly student early-release day for 7th and 8th grade students at TK-8 schools and the Middle School so the entire site staff can participate in staff meetings and collaboration work. District argues that this proposal loses instructional minutes for those grades, since they already have two non-instructional periods daily.

Recommendation 3: Status Quo on minimum days for 7th and 8th grade teachers

The Association proposed providing two days of substitute coverage per trimester for elementary self-contained special education classroom teachers. District argued that SDC teachers currently receive an annual \$5,000 payment to compensate for increased preparation time.

Recommendation 4: Status Quo for SDC teachers under this Article.

The Association proposed that Psychologists, Speech and Language Pathologists not attend after school staff meetings unless requested by the site administrator. District argued that it was important for all staff to attend site meetings as it builds staff culture and connection.

The Chair recognizes that these staff positions, particularly if they are itinerant, have demands on their scheduling different from classroom teachers and may not benefit from most of the items on a typical staff meeting agenda. If the site manager does wish their attendance, this language gives them the option of requiring that attendance.

Recommendation 5: Psychologists, Speech and Language Pathologists not be required to attend after school staff meetings unless requested by the site administrator.

The Association proposed requiring special education service providers to attend Back to School Night and Open House events *only* if specifically requested by the site administrator. And these same positions be able to adjust the non-student days on their work calendars to better meet their workload needs throughout the year.

Recommendation 6: Special Education service providers have worked with the parents of their student throughout the IEP process and very often have ample communication with the parents of their students. It seems reasonable not to require them to attend Open House but Back to School does seem appropriate. Also, the request to work with their manager to adjust the non-student days to better meet their workload needs throughout the year seems reasonable.

The Association proposed a higher rate of pay for any secondary teacher who is required to substitute during their preparation period more than twice per week in a given week. The District argued that changing the existing system of seeking paid volunteers would be less able to meet the demands.

The Chair recognizes the circumstances of a substitute shortage and that some coverage of absent colleagues needs to happen. However, the anecdotal cases brought forward in the rationale do not seem to be commonplace. Having no volunteers means the manager must “mandate” coverage for the missing colleague. It seems to the Chair that forcing or mandating a teacher work as a substitute during his/her preparation period more than twice a week seems to be unlikely, recognizing that there may be emergencies at the site that needs to be managed.

Recommendation 7: If no volunteers are available, a teacher cannot be assigned class coverage for a missing colleague more than twice a week.

The Association proposed language to prohibit AI from being used to monitor, evaluate, or discipline employees or to replace work traditionally done by bargaining unit members. The District argued that the State Superintendent of Schools and his department are working on AI related impact on schools.

The Chair believes it premature to propose new language at this time. The parties should take this topic up after the State develops some guidelines.

Article X – Class Size

The Association proposed at least 8 changes to this Article. There was no comparative data within the material submitted by the Association to consider these proposals in light of other districts. Some of the proposals had to do with establishing staffing ratios for Psychologists, Nurses and Social Workers, but with no data to consider, the Chair is unable to make reasonable recommendations for these ratios.

The Association proposed staffing ratios for TK going from an average class size enrollment in a school site of 24 in the current contract to a proposed goal of 20, the Chair is uncertain as to how many classes would currently be over that number and what the impact would be upon this change.

Recommendation 8: Status Quo on Class Size Article except mutually agreed upon changes to contract language.

Article XIII – Special Education and Special Subjects Specialist

The parties agreed on many substantive changes to this Article, but remain at impasse on average pay rate for Speech-Language Pathologists (“SLP”) and some District proposed language changes on overages. The District proposed language that would limit the payment of overages for either caseload or class size (but not both). No backup data was given as to why this was proposed.

The Association proposed increasing the rate for SLP overages from \$10 to \$25 per week per student over 55 students to a new rate from \$10 to \$75 per week per student over 55 students. While meeting with the Association caucus, the Chair heard a deeper interest in workload for these Speech and Language Pathologists. The raising of rates is one way to raise the District’s level of awareness of the perceived overload of students and services.

The caseload is affected by the number of vacancies for Speech and Language Pathologists, but this inability to recruit new SLPs is not unique to this District. The Chair is aware of several districts being proactive in the recruitment of new candidates and teaming with universities to train and credential current multi-subject credentialed teachers to a new career path. The Chair urges the Association and District to investigate and pursue a Memorandum of Understanding on recruiting and maintaining SLPs for the 2026/27 school year, which may include possible bonuses for new hires and training for certification of new candidates from the existing teacher pool. This may be a small working group of the bargaining team or the Association President (or designee) and Deputy Superintendent (or designee). Addressing this problem head on now for next year would be beneficial to addressing the problem of workload.

The Chair also heard that the District is using the two SLPs assigned to assessment as factors in calculating the average staffing ratios, i.e., they are used in the total of SLPs to student calculation. The Chair understands the reasoning of assigning assessments to specific personnel; indeed, it may be the efficient way of doing these assessments. But including them in the workload calculation directly affects the rest of the caseloads of other Speech and Language Pathologists.

Recommendation 9: Status Quo on Article XIII except mutually agreed upon changes to contract language already completed and urging joint efforts on the mutual problem of recruiting and maintaining Speech and Language Pathologists.

Article VIII – Safety and Well-Being

The parties have agreed upon some changes in the contract language in this Article that would be more responsive to the some of the concerns raised by the Association with regard to the conditions of the physical plant. However, the main differences in this Article between the parties is the response to disruptive student behavior. On the one hand, the District believes it has proposed changes that would address the Association's concerns about student behaviors that create an unsafe working environment. On the other hand, the Association raised concerns about the student behaviors that significantly disrupt the educational process for other students which were not addressed by the District.

Anecdotally, when the Chair visited the Association caucus he heard from a teacher member regarding her last year's class where two special education students included in her classroom would start screaming and throwing tantrums that were uncontrollable and caused, in her opinion, significant harm to the other students in her class. These kinds of behaviors are becoming more and more frequent around the state as Districts attempt to address the needs of special education students included into the regular program. Her story highlighted the problem but, in her view, emphasized the lack of follow-through by the District to intervene. The Chair suspects there is another side to this story that the District could tell, but the point was this teacher's feeling of abandonment by the District to address a problem she raised. She felt helpless to provide for the rest of her students during this behavior.

The Chair believes that the system needs to be responsive to similar problems raised by teachers about aberrant student behaviors that are significantly disruptive to the welfare of all the students in the classroom (e.g., screaming, throwing furniture, destroying books and materials). The District argued phrase "significantly disruptive" is subjective and difficult to interpret. Further, the District is not willing agree to language that could potentially deny FAPE to students in order to follow the collective bargaining agreement.

The Chair does feel the system needs to be more responsive to teacher requests for assistance. Instead of limiting the interaction between the site principal and teacher, severe cases should be also discussed at the District level as well. As a first step, the Association President (or designee) should be notified by the teacher and, while the appropriate discussion continues on site, the President and Assistant Superintendent of Human Resources (or other appropriate District Level administrator) should monitor and intervene if the site interventions fail to address the problem. One could imagine this topic being part of the regular Labor/Management meetings through the year. Or even an ongoing committee addressing this issue. But the Association described its lack of faith that such a committee can do anything about the problem ("In this District, committees are where issues go to die," is a quote from the caucus). The remedy for this is, of course, to start working on the problem with fidelity and holding people accountable for following through. The interest is to assist the teacher and the student and not let the problem linger on and on. The term "significantly disruptive" is not so subjective when it is discussed at several levels of District and Association hierarchy. This District and Association are certainly not the first to deal with this problem, but ignoring it or trying to draft contract language to address it is not the solution. There's not a magic bullet here but taking the issue head-on and holding the system accountable ought to be worth the effort.

Recommendation 10: Status Quo on Article VIII except mutually agreed upon changes to contract language already completed and District and Association leadership be responsive to attentive interventions for problems.

Article IV & Article VI – Compensation (Salary and Health and Welfare Benefits)

The Chair is addressing these two Articles together as both vie for priority of the same available dollars. What the parties choose to do in one Article will affect the other Article. Most of the comparison data presented in the materials prepared for this Hearing dealt with the concept of total compensation.

The Chair has experience with a wide array of different contract provisions on Health and Welfare Benefits throughout the state. The employee out-of-pocket expenses for premium coverage in this Collective Bargaining Agreement are quite high in comparison to other districts. There could be several reasons for this, the most likely is that in past years, the parties opted to divert available dollars to the salary schedule rather than Health and Welfare Benefits, forcing the problem to exacerbate year after year. Not taking advantage of the buying power of a larger, targeted group but instead to “go it alone” and take what the CALPERS health plans offer without considering competing bids may be another reason. Also, the Chair believes there are too many plan choices as options. The Association proposes to address this by making all available health plans no cost to the employee. The District proposes to continue the existing structure, but to add a nominal amount to the existing Health and Welfare amounts.

There may be several other ways to address delivering Health and Welfare Benefits in a more effective way. The Chair believes that making all plans at no cost to the employee, starting from where the parties find themselves now, may be too large an initial step. That proposal may just be affordable for this year, but no-cost-to-employee health and welfare options are unpredictable to budget for in future years, and in this era of declining enrollment and smaller budgets, could drive the District into insolvency. The risks associated with that may be too large for the District to face at this time. Instead, the Chair’s option is to find a middle ground and make one plan a “no-cost-to-employee” plan and work all different plan options from that basis.

The Chair provides an example, in chart form, of making the current Western Health Advantage option a no-cost-to-employee plan (note: this chart is provided to be illustrative of the Chair’s recommendation and the estimates may be slightly off from real costs). The amounts given show the savings for each plan for the employee, over what they are currently paying out of pocket. The cost to the District of doing this retroactive to January 1, 2026 is approximately 2.7% equivalent salary cost. The parties may save some initial costs if they implement these amounts upon ratification of the Agreement.

For the following year, the District would continue to make Western Health Advantage a no-cost-to-employee plan and adjust amounts paid to this option to all other plans. Should the parties agree to different plans or buying options other than CALPERS for plan year 2027, they

should agree on a new plan similar to this year's Western Health Advantage, to be the no-cost-to-employee plan. The amount spent in plan year 2027 will provide both the floor and the ceiling of money to be spent for this unit in plan year 2028. This Article will automatically be opened for negotiations for 2027/2028.

The Chair strongly urges the parties to vigorously pursue other options via a Health Benefit Committee. In the Chair's opinion, the parties may find less expensive options and also provide cost saving rates for single parents with dependent children. There may very well not be a more viable solution but the parties will not know that unless they pursue changes. This work should happen with some urgency and should start upon ratification of the Agreement.

Recommendation 11: For plan year 2026 (Jan-Dec), the Chair's recommendation is to provide all unit members with the following amounts (note: estimated costs to make Western Health Advantage a fully paid option):

- For all taking a single (ee) coverage, the District will increase its contribution by \$1,370.64
- For all taking ee and one dependent coverage, the District will increase its contribution by \$10,431.42
- For all taking ee and family coverage, the District will increase its contribution by \$11,975.16

Recommendation 12: For plan year 2027 (Jan-Dec), the Chair recommends the parties pursue other health care options to offer. In any case, the no-cost-to-employee plan of Western Health Advantage (or similar new plan with the same benefits) be available for the plan year 2027. The amount spent in this year (2027) will provide both the floor and the ceiling of money to be spent for this unit in plan year 2028.

Recommendation 13: For Salary, the Chair recommends:

- 2025/26 2%, effective July 1, 2025
- 2026/27 2% effective mid-year February 1, 2027 (or appropriate date for mid-year implementation)

SUMMARY OF RECOMMENDATIONS

Recommendation 1: Term – The Chair recommends a three-year Agreement covering all Articles for the 2025-2026 and 2026-27 school years with reopeners for 2027-2028 of all compensation (Articles IV (Salary) and Article VI (Health and Welfare Benefits) with 3 additional Articles per side.

Recommendation 2: The Chair recommends increasing the prep time for TK-3 teachers to 90 minutes per week, beginning in the 2026-27 school year but does not agree with the Associations proposed payments to the teacher for missed time.

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Recommendation 7: If no volunteers are available, a teacher cannot be assigned class coverage for a missing colleague more than twice a week.

Recommendation 8: Status Quo on Class Size Article excepting mutually agreed upon language edits.

Recommendation 9: Status Quo on Article XIII except mutually agreed upon changes to contract language already completed and urging joint efforts on the mutual problem of recruiting and maintaining Speech and Language Pathologists.

Recommendation 10: Status Quo on Article VIII except mutually agreed upon changes to contract language already completed and District and Association leadership be responsive to attentive interventions for problems.

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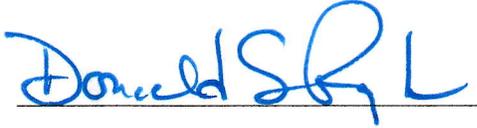
Recommendation 12: For plan year 2027 (Jan-Dec), the Chair recommends the parties pursue other health care options to offer. In any case, the no-cost-to-employee plan of Western Health Advantage (or similar new plan with the same benefits) be available for the plan year 2027. The amount spent in this year (2027) will provide both the floor and the ceiling of money to be spent for this unit in plan year 2028.

Recommendation 13: For Salary, the Chair recommends:

- **2025/26 2%, effective July 1, 2025**
- **2026/27 2% effective mid-year February 1, 2027 (or appropriate date for mid-year implementation)**

It is hoped that these recommendations will assist the parties in resolving this impasse.

Respectfully submitted,



Donald S. Raczka, Chair

For the District:

Concur
 Concur in part
 Dissent
 Dissent in part



John Gray , District Panel Member

For the Association:

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



Brian McNally, Association Panel Member

To help defray out-of-pocket premium costs

EVERY UNIT MEMBER IN THE EE WILL RECEIVE \$1,370.64
 EVERY UNIT MEMBER IN THE EE+1 WILL RECEIVE \$10,431.42
 EVERY UNIT MEMBER IN THE EE+2 WILL RECEIVE \$11,975.16

Annually
 Annually
 Annually

New out of pocket rates

WESTERN HEALTH ADVAN	ee	ee+1	ee+2
Previous Out of Pocket	\$ 1,370.64	\$ 10,431.72	\$ 11,975.16
New out of pocket	\$ -	\$ -	\$ -
Number of FTEs:	71.00	3.00	26.00

BLUE SHIELD TRIO			
Previous Out of Pocket	\$ 3,734.64	\$15,159.72	\$18,121.56
New out of pocket	\$ 2,364.00	\$ 4,728.00	\$ 6,146.40
Number of FTEs:	10.00	0.00	1.00

KAISER			
Previous Out of Pocket	\$ 3,762.00	\$ 15,214.44	\$ 18,192.72
New out of pocket	\$ 2,391.36	\$ 4,782.72	\$ 6,217.56
Number of FTEs:	184.00	26.00	61.00

ANTHEM HMO SELECT			
Previous Out of Pocket	\$ 5,771.16	\$17,321.40	\$20,931.72
New out of pocket	\$ 4,400.52	\$ 6,889.68	\$ 8,956.56
Number of FTEs:	2.00	0.00	1.00

BLUE SHIELD ACCESS+			
Previous Out of Pocket	\$ 3,762.00	\$ 15,214.44	\$ 18,192.72
New out of pocket	\$ 2,391.36	\$ 4,782.72	\$ 6,217.56
Number of FTEs:	184.00	26.00	61.00

PERS PLATINUM			
Previous Out of Pocket	\$ 9,777.36	\$27,245.16	\$33,832.56
New out of pocket	\$ 8,406.72	\$16,813.44	\$21,857.40
Number of FTEs:	2.00	1.00	2.00

BLUE SHIELD ACCESS+			
Previous Out of Pocket	\$ 5,359.08	\$ 18,408.60	\$ 22,345.08
New out of pocket	\$ 3,988.44	\$ 7,976.88	\$ 10,369.92
Number of FTEs:	17.00	2.00	1.00

ANTHEM HMO TRADITIONAL			
Previous Out of Pocket	\$ 7,740.48	\$23,171.40	\$28,536.72
New out of pocket	\$ 6,369.84	\$12,739.68	\$16,561.56
Number of FTEs:	1.00	0.00	1.00

PERS GOLD			
Previous Out of Pocket	\$ 3,182.64	\$ 14,055.72	\$ 16,686.36
New out of pocket	\$ 1,812.00	\$ 3,624.00	\$ 4,711.20
Number of FTEs:	15.00	4.00	3.00

UNITED HEALTH CARE ALLIANCE			
Previous Out of Pocket	\$ 5,216.40	\$18,123.24	\$21,947.16
New out of pocket	\$ 3,845.76	\$ 7,691.52	\$ 9,999.00
Number of FTEs:	11.00	1.00	6.00

UNITED HEALTH CARE ALLIANCE			
Previous Out of Pocket	\$ 5,216.40	\$ 18,123.24	\$ 21,947.16
New out of pocket	\$ 3,845.76	\$ 7,691.52	\$ 9,999.00
Number of FTEs:	11.00	1.00	6.00

313 ee gets \$1370.64 ea \$ 429,010.30
 37 ee+1 gets \$10431.72 \$ 385,973.64
 102 ee+2 gets \$11975.16 \$ 1,221,466.32
 \$ 2,036,450.26

Concurring and Dissenting Report of Panel Member Brian McNally
PERB CASE NO.: SA-IM-3463-E
Natomas Unified School District and Natomas Teachers Association

Brian McNally, Panel Member for the Natomas Teachers Association, concurring in part and dissenting in part:

As the factfinding panel member appointed by Natomas Teachers Association (NTA), I would like to thank the Panel Chair, Donald Racsza, for a report that should provide a useful, if not perfect, blueprint for bringing the parties closer together. Factfinding reports seldom provide one party the feeling that they prevailed on all of their arguments, no matter how strong the facts on their side may be. With that in mind, I will not belabor all of my agreements and disagreements with the Panel Chair's report, but rather I will note some of the report's highlights and discuss some areas where it could have provided a better roadmap to settlement.

It is important to first note that Natomas Unified School District (the District) does have the financial ability to afford what NTA has on the table. The Chair did not address this in detail, but his recommendation of a fully paid healthcare plan plus salary increases and increased elementary prep time acknowledges that the District has the means to make significant advances in its ability to recruit and retain educators and improve employee working conditions and student learning conditions.

The District's ability to pay includes the following facts:

- \$12.3 million increase in Total Revenue from 2024-25 to 2025-26
- \$4.3 million increase in LCFF funding projected for 2026-27
- \$13.5 million transferred out of the General Fund since 2022-23, with \$5,276,765 transferred out last year and another \$5.3 million planned to be transferred out in 2025-26
 - Most of these transfers out of the General Fund have gone to the Special Reserve for Capital Outlay Projects and the District states it plans to use those funds for future construction costs. Let me be clear: it is widely recognized as poor financial practice to use General Fund dollars for building projects, which are supposed to be financed by voter approved bonds and developer fees.
 - Rather than transfer out \$5.3 million of ongoing state funding per year to pay for future construction, would it not be better to invest in fixing the District's retention and recruitment problems and make sure every child has permanent, credentialed teachers and support providers?

- A \$14.5 million increase in spending on Services and Other Operating Expenditures over the past five years that could be redirected to educators dedicated to working day in, day out with NUSD students
- \$3.6 million that could be redirected from administrator salary costs if the District lowered its spending on administrators to the statewide average for districts of its size

When one compares the cost of each one percent increase in salaries for all NTA members at \$750,000 and the cost of fully covering a health insurance plan at all tiers, including for families, at somewhere between \$2,000,000 and \$3,000,000, depending on the selected plan, it is clear that between its new, ongoing funding and opportunities to reassess its spending priorities, there is more than enough money to settle its differences with NTA.

Here are the highlights of the Chair's factfinding report and my additional recommendations for settlement between the parties:

Recommended Salary Increases by Chair are Inadequate to Become Competitive

Dissent

Although I commend the Chair for his recommendation to provide a fully paid healthcare plan, as covered later, the salary increases need to be higher than 2% for 2025-26 and 2% for 2026-27 to help NUSD recruit and retain high quality educators. NTA demonstrated that educator turnover in the District is far too high and there are too many current teacher and SLP vacancies. NTA also showed in their compensation comparability tables that NUSD is overall the lowest paying of the comparable districts in the Sacramento area. Even the District's own factfinding binder showed that teachers in NUSD with ten years of experience are paid over \$15,000 less in salary than the Statewide Unified Average for teachers at this same experience level. The Statewide Unified Average for salary at BA+60, Step 10 is \$96,496 while equivalent Natomas Unified teachers earn only \$81,318.

In order to fix this, the District needs to increase salaries by a greater percentage than comparable districts this year and in future years. From what we can see so far from salary increases agreed to with other CTA locals in the area, Natomas would be falling even further behind if it accepted a 2% raise for 2025-26. I believe that NTA's proposed increases of 4.5% for 2025-26 and 4% for 2026-27 are reasonable given how far behind NUSD is on educator salaries.

The Chair Acknowledged the Need for More Prep Time for TK-3 Teachers

Concur

NUSD TK-3 teachers currently have the lowest amount of weekly prep time out of all comparable districts in the Sacramento metro area. NTA proposed providing a minimum of 90 minutes of prep time for all TK-6 teachers, which included an increase of 45 minutes per week for TK-K teachers and 30 minutes more prep time per week for 1-3 grade teachers. The Chair agreed with NTA's position. The additional time for prep can be accomplished by providing arts and music education at all elementary schools in the District. The District is currently an outlier in the area for not providing arts and music education at all elementary sites.

Chair Support for Time Accommodations for Special Education Service Providers

Concur

The workload for Psychologists and Speech - Language Pathologists is already excessive without the need to attend unnecessary staff meetings and events that are not germane to their work. The Chair rightly recognized that proposals by NTA to relax mandatory attendance at school site staff meetings and Open House are reasonable. He also agreed with NTA's proposal to allow Psychologists, SLPs and Nurses to satisfy their annual work year requirement by allowing them to work on weekends or holidays rather than after the end of the instructional year – up to six days per year for Psychologists and SLPS and 5 days per for Nurses.

Language Limiting the Potential Harmful Effects of AI Can't Wait

Dissent

As I mentioned earlier, one shouldn't expect to have every important issue addressed in a factfinding report if there are more than a handful of issues before the panel. Thankfully, the parties can still address the concerns of NTA regarding Artificial Intelligence. We should not wait until the harmful effects of AI are upon us to try to address them. I recommend that the parties agree to language that prohibits the use of AI to monitor or evaluate staff and forbids staffing reductions or replacement of bargaining unit work caused by AI.

The Chair Rightly Identified Fully Funded Healthcare as a Necessity

Partial Dissent

The Chair recognized that NTA members are currently paying far too much out of pocket for health insurance premiums. Members on family plans are paying anywhere from \$11,975 to \$33,833 per year for their portion of the premiums alone. It is not only unacceptable that educators should be forced to choose between paying such high

healthcare costs and basic living costs, but it is common in many areas of the state, often less affluent than Sacramento, for districts to offer fully covered healthcare plans.

The Chair recommended that the District fully cover the premiums for Western Health Advantage, the lowest cost plan offered to NTA members. Rather than cover the lowest cost plan, the District should cover up to the full annual premium cost of the Kaiser plan. The Kaiser plan is by far the most popular current plan offering and it represents a fair compromise when one considers that it costs less compared to the majority of the other plans NTA members have to choose from. The minimum contribution for each tier should increase annually to match the new premium rates set by Kaiser.

More Needs to Be Done for Student and Staff Safety, So Address It Now

Dissent

The Chair grappled in his report at length with what he acknowledged is a problem, for most districts if not only NUSD, but failed to recommend solutions. The parties can take two concrete steps to address NTA's safety concerns: (1) agree to language that increases security personnel at school sites and triggers the hiring of additional security personnel in the future according to specific increases in site enrollment figures and (2) provides a clear and serious process for how to navigate and address ongoing disruptive student behavior that interferes with the ability of other students to learn in a safe environment.

Need for Sensible Class Size Reduction and Support Provider Caseload Reductions

Dissent

The Chair did not make recommendations on class size and caseload reduction because he cited a lack of comparative data to support NTA's positions. NTA's proposals were targeted and reasonable, however, and the rationale provided for the proposed language was compelling. The proposal for Transitional Kindergarten was to set a class size goal of 20 students, meaning that for every student beyond 20 in a classroom, the District would pay overage compensation. This is intended to be an incentive to keep class sizes for TK students low while providing some flexibility for the District. At other grade levels, NTA is seeking to increase overage pay and cap the number of students above the agreed upon class size goals. The idea is to provide some flexibility while discouraging packed classrooms. The parties should be able to reach an agreement here.

There are currently no caseload caps in the CBA for Psychologists, Nurses and Social Workers. NTA argues that their proposed caseloads for each of these staff groups are not much greater than the District's current staffing goals for them and that NTA simply wants to lock into the contract the vital support levels that these workers provide to NUSD students.

Agree with the Chair that Speech - Language Pathologists Need Relief

Concur

As noted by the Chair, the parties had agreed to many changes in the Special Education article before factfinding, but had yet to address serious workload concerns for Speech - Language Pathologists (SLPs). The District has had difficulty recruiting and retaining SLPs, with 11 SLP vacancies in December 2025, and the existing SLPs in the District are bearing the brunt of that with unreasonable caseloads. To be able to recruit and retain SLPs, the District must reduce their workload. NTA identified one word that could be struck from the CBA that would provide a solution – the word *average*. Current language in the CBA states that the District will limit SLPs' caseload to an *average* goal of 55 students, but included in that average are SLPs who focus on assessments and do not have student caseloads. The District is therefore able to give the other SLPs caseloads as high as 80 students. The Chair recognized that this is problematic.

Deleting the word *average* from Section 16.d of Article 13 would increase the hiring commitment of the District for SLPs and reduce their caseloads to manageable levels. This is what's best for NUSD students as well as its SLPs and I hope the parties are able to resolve this issue accordingly.

Conclusion

These are my additional recommendations to the Chair's report, and I hope they offer the parties a roadmap to settlement.

 X Partial Concurrence and Partial Dissent

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