

1
2 **FACTFINDING REPORT AND RECOMMENDATION**
3
4

5 In a Matter Between,

Case No.: SF-IM-3467-E

6 UNITED EDUCATORS OF SAN
7 FRANCISCO,

HEARING DATE: JANUARY 23, 2026

8
9 And

10
11 SAN FRANCISCO UNIFIED SCHOOL
12 DISTRICT.
13

14
15 **FACTFINDING PANEL**

16 CHERYL A. STEVENS, IMPARTIAL CHAIRPERSON

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

20 ELIZABETH MORI
21 Fagen Friedman & Fulfroost LLP
22 70 Washington Street, Suite 205
23 Oakland, CA 94607
emori@f3law.com

24 ANGELA SU
25 California Teachers Association
26 1169 Mountain Ave
Norco, CA 92860
asu@cta.org

27 ///

28 HEARING DATE: JANUARY 23, 2026 - 1

1 **Issue 2: Health Insurance: Certificated Article 12 & Classified Article 13:**

2 Whether Certificated Article 12 and Classified Article 13 remain *status quo* as
3 proposed by the District **OR** whether the District implement UESF's \$14 million dollar
4 per year proposal to offer fully paid health coverage at the Kaiser family plan?
5

6 **Issue 3: Special Education: Certificated Article 29:**

7 Whether to maintain the current special education caseload model in Article
8 29 as *status quo* that was agreed to and implemented in 2023 to evaluate efficacy of the
9 language as proposed by the District, **OR** to implement UESF's special education
10 workload model requiring additional hiring of teachers and an additional cost of \$22
11 million dollars per year?
12

13 **Issue 4: Community Schools – Sanctuary Schools/Sanctuary District: Article 42:**

14 Whether to allow the District to reject a designation of how to support "immigrant
15 and refugee students and families," "designation of the district as a sanctuary employer," and
16 "to ensure that newcomer families and students are provided access to resources including
17 legal, housing, health, employment, and food security support...." as *non-mandatory subjects*
18 of bargaining **OR** to implement UESF's proposal of negotiating resources to students and
19 families based upon immigration status as part of the collective bargaining agreement
20 between the Parties?
21

22 **Issue 5: Contracting Out – Certificated Article 15 & Classified Article 13:**

23 Whether to keep said articles at status quo as proposed by the District so that it
24 can continue to provide mandated services to students **OR** whether to adopt UESF
25 language regarding subcontracting that would make the ability to hire contractors if
26 vacancies remain unfilled almost nonexistent.
27
28

1 **Issue 6: Artificial Intelligence – Certificated Article 4 & Classified Article 5:**

2 Whether to adopt the District's counter proposal to have a working group to
3 collectively determine, study, and then bargain the scope and use of Artificial Intelligence
4 in the District **OR** to adopt UESF's proposed language?
5

6 **Issue 7: Health and Safety –Article 14:**

7 Whether to maintain the District's current incident reporting system under
8 Article 14 as *status quo* as proposed by the District **OR to** implement UESF's proposed
9 new system and process that requires additional personnel and training issues, along with
10 FERPA compliance concerns?
11

12 **Issue 8: Class Size: Certificated Article 9:**

13 Whether class size should be a goal or a limit.?
14

15 **Issue 9: Equitable Staffing Model: Certificated Article 15:**

16 Whether to maintain *status quo* in Article 15 as proposed by the District **OR**
17 whether to implement UESF's \$82.1 million dollars per year additional expense proposal
18 to having “fully staffed schools” by ensuring each elementary school has at least a 0.5
19 FTE nurse (those with <500 students shall have a 1.0 FTE nurse), middle and high
20 schools shall have a 1.0 FTE nurse, and every school shall have a 1.0 FTE social worker?
21 Additionally, the UESF proposal also proposes that every school shall have at least two
22 (2) staff members dedicated to student and family support, and that every middle, K-8
23 and high school have a dean or head counselor, with the counselor to student ratio be
24 lowered to 1:200.
25
26

27 ///

1 **STATUTORY CRITERIA**

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

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

22 **FACTUAL BACKGROUND**

24 The San Francisco Unified School District (“SFUSD” or “District”) is a “single district
25 county” located in the City and County of San Francisco, California and serves nearly 50,046
26 students and employs more than 8900 employees of which 6400 are certificated teachers in 122
27 schools consisting of 11 early education schools, 64 elementary schools, 8 TK-8 schools, 13

1 middle schools, 14 high schools, 6 County and Court schools, 3 continuation schools and 11
2 charter schools. The SFUSD is a high performing district with an 87% graduation rate. San
3 Francisco, California draws students from a diverse socio economic, ethnic, and linguistic
4 background.

5
6 The District is a public school employer within the meaning of Section 3540.1(k) of the
7 Educational Employment Relations Act (“EERA”). The United Educators of San Francisco
8 (“UESF” or “Association”) is the recognized employee organization within the meaning of
9 Section 3540.1 of the EERA and has been the duly recognized representative of the 8929
10 certificated and classified employees.

11
12 The parties’ efforts to negotiate a successor collective bargaining agreement ended in
13 impasse after ten bargaining sessions. Even though the parties were able to reach agreement on
14 seven articles, there were still nine articles that remained in dispute and unresolved when the
15 parties jointly declared impasse on October 10, 2025. Specifically, the parties were unable to
16 reach agreement on compensation, health benefits for dependents, workload for Special
17 Education specialists, providing support for immigrant and unhoused families, reducing
18 contracting out, the role of artificial intelligence, class size, and equitable staffing.

19
20 At the beginning of the fact finding the parties were far apart. The District was prepared
21 to pay an increase of 2% effective July 1, 2025, each year over a three-year contract, while the
22 Association sought a 4.5% increase for two consecutive years effective July 1, 2025, and July 1,
23 2026, in addition to a greater increase in compensation for classified employees.

24
25 **A. Financial Data**

26 The evidence presented by the parties is in dispute as to whether the District has the
27

1 financial means to pay UESF's proposed wage increase and requests for additional adjustments
2 to workload, dependent benefits, and the use of artificial intelligence. The Association contends
3 that over the past five years the salaries for certificated staff has not kept up with the increasing
4 COLA and Local Control Funding Formula ("LCFF") and the information regarding the
5 District's revenue has been unreliable. (UESF Exh. F at 131.) UESF argues that when
6 compared to nineteen similar sized districts, SFUSD ranks lower than a majority of the districts
7 in prioritizing salaries and benefits and only ranks high in administrative salaries and prioritizing
8 services and operating expenses. (*Id.* at 117.) Specifically, when comparing the wages of
9 certificated staff to eight local districts, the District ranks fifth and is therefore not competitive.
10 (*Id.* at 145.)

13 Furthermore, the Association maintains the District spends a significant amount on
14 contracting out for consultants instead of increasing wages and filling vacancies with competent
15 certificated staff. UESF insists that if these funds are properly redirected the resources can and
16 should be reallocated to prioritize the students and the educators committed to supporting the
17 District. The Association developed an alternate budget and multi-year projection that it
18 contends proves the District has enough resources to adopt the Association's contract proposals,
19 especially if the District reduces the amount spent on consultants. (*Id.* at 138-142.)

21 Alternatively, the District explained that a 4.5% or even an 3% salary increase per year
22 cannot be sustained and is considerably more than the District can manage based on the
23 declining enrollment; a 9.42% decline in ADA; the projected decrease in COLA from 3.02% to
24 2.41%; past salary increases have exceeded CPI; the fact that the District is one of the few
25

1 districts with a negative financial certification¹; and the fact that the District’s LCFF revenues
2 are at a statewide average. (District Exhs. 1, 2, 3, 5, 6, 8, 9, 12 and 15.) Furthermore, based on
3 the declining enrollment and attendance, the reduced funding the District will receive from the
4 State, and the continued State oversight that will remain even if the District transitions to a
5 qualified financial certification, District’s ability to agree to proposals that are not budget neutral
6 are significantly limited. The District therefore believes it has offered a fair and equitable wage
7 proposal that is consistent with the EERA guidelines.
8

9 **B. Wage and Benefit Comparison**

10 Another statutory criteria to consider is a comparison of the wages, hours and conditions
11 of employment of the employees involved in this Factfinding compared to the wages, hours, and
12 conditions of employment of employees working in comparable positions and comparable
13 communities. UESF compared their wages with nineteen other unified school districts in the
14 State. Based on UESF’s comparison charts, their members are at the low end of the fringe
15 benefits and salary charts. (UESF Exhs. F at 122-127.) The District’s wage and benefits
16 comparison with many of the same school districts ranks SFUSD at or near the top of the list of
17 twenty school districts. Furthermore, when the District focuses on the ten and twenty year
18 earnings for the regional school districts, SFUSD ranks second. Additionally, SFUSD has
19 exceeded both regional and statewide averages of compensation increases over the past twenty
20
21
22
23
24
25

26 ¹ Although the District exhibits referred to the District’s “negative financial certification” the Superintendent
27 recently reported the District was on track to move towards a positive certification and believed that by March 2026,
28 the District’s status would be upgraded to “qualified certification” meaning the District “may or may not be able to
meet its financial obligations for the current and next two school years.” This shift in status is aspirational and will
only occur when and if the State endorses the District’s self-certification.

1 years. (District Exh. 29.) Therefore, the challenge here is reconciling the differences in the
2 analysis of the data since the parties rely on the mostly the same districts.

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

4 UESF proposed several non-wage related issues including fully covered
5 dependent health benefits, lowering the case loads for Special Educators to improve their
6 working conditions and attract and retain more qualified specialists, enforce existing class size
7 goals as limits and not goals, and a commitment from the District to provide support to
8 immigrant and unhoused students and families by providing training, housing and legal services
9 to ensure uninterrupted access to education. While UESF made compelling arguments for all of
10 these non-wage related issues that they wanted included in the CBA, some of the proposed
11 adjustments are cost prohibitive or not a mandatory subject of bargaining and therefore should
12 not be included in the CBA.
13

14
15 During Factfinding, the District proposed two options to secure dependent health
16 benefits, and both were rejected. The District recommended UESF use the QETA parcel tax to
17 pay for dependent health benefits. While it was unclear if there were enough funds remaining in
18 the parcel tax to cover this expenditure, UESF rejected the proposal because it would not be
19 included in the CBA but rather the subject of a separate MOU scheduled to expire in three years
20 when the parcel tax expires. The District explained that if included in the CBA the cost to
21 provide fully paid health benefits to dependents of both classified and certificated members
22 would be \$11 million per year even though San Francisco is already ranked second among the
23 thirteen other comparative districts when combined with salary. (Articles 12 and 13) The
24 District further explained that such a significant new cost would be strictly scrutinized by the
25 State and most likely would not be approved since SFUSD is still subject to some State control
26
27
28

1 until the District is able to obtain a positive financial certification. Accordingly, the QETA
2 parcel tax seems to be the best solution at this time and would provide the 100% coverage UESF
3 seeks until such time as SFUSD is no longer under State scrutiny and until such time as a
4 subsequent parcel tax can be negotiated for more long-term support.
5

6 The Panel discussed the challenges created by caseloads versus workloads and creating a
7 pilot program to explore ways the District can provide assistance to Special Educators who face
8 overwhelming demands on their time as the needs of their students become more involved and
9 time consuming such that caseloads do not adequately reflect their true workload. Although a
10 shift to a workload model at this time would significantly impact the District's budget, the Panel
11 believed that creating a pilot program at this time that included a few elementary schools, a
12 middle school and a high school to develop an approach to address the demands and constraints
13 Special Education teachers face. This approach, while not endorsing an immediate shift in
14 approach, demonstrates a commitment to improving a serious situation.
15
16

17 The Association maintains the collective bargaining agreement should be modified to
18 reflect class size maximums or caps instead of goals, the District maintains that such a change
19 would have an economic impact of approximately \$5 million. The District asked for status quo,
20 especially considering the State oversight that is poised to reject any change that does not result
21 in a budget neutral outcome. There simply was not enough evidence presented at the Factfinding
22 to justify a shift from class size goals to limits. The Panel therefore recommends that for now
23 status quo be maintained to avoid incurring a drain on the limited financial resources and perhaps
24 this is a topic that can be explored further in the future based on actual data supporting the shift
25 from goals to limits.
26
27
28

1 There was little discussion on the other non-wage related issues because UESF made it
2 clear that if the District did not accept its demand for full dependent health benefits, the
3 Association was not interested in discussing the other issues including wages. As a result, there
4 was limited evidence presented regarding the other issues and no real opportunity to negotiate
5 and discuss the other issues.
6

7 **DISCUSSION AND RECOMMENDATION**

8 It is the role of the Panel to apply the relevant factors set forth in EERA, to the facts
9 underlying the impasse presented, and render its best recommendation considering those factors.
10 The factors that apply are discussed herein.
11

12 **A. The Interests and Welfare of the Public and the Financial Ability of the Public** 13 **School**

14 The parties disagree on whether the UESF's proposed wage and benefits increase is in the
15 best interest and welfare for the community. The Association argues that the current and District
16 proposed wages are not competitive; and when compared to other comparable districts in the
17 State, UESF members rank near the bottom. The Association insists that if the District
18 eliminates or cuts back on its contracting out expenses and tap into the unrestricted reserves there
19 would be resources available to fund the benefits and wage increase they have proposed. The
20 Association insists the District must reallocate the resources because the teachers and classified
21 members are struggling to support their families on their current salaries and provide health care
22 benefits. The Association maintains that the District can only attract and retain talented
23 educators and make them feel valued by adequately and competitively compensating them in a
24 way that demonstrates the District is committed to investing in their employees.
25
26
27
28

1 The District insists it does not have the financial luxury to offer the Association the
2 increased wages that were demanded during the Factfinding for several reasons. First, the
3 District insists enrollment is declining, and even the District's offer of a 4% wage increase over
4 the course of two years will cost the District \$10,170,594 per 1% increase for all employees.
5 Based on the additional expense of shifting from a caseload model to a workload model for the
6 Special Educators and shifting from goals to limits regarding class size adds an additional annual
7 expense of over five million dollars to the budget that will need to be approved by the State
8 Superintendent of Public Instruction and therefore may not be approved if the proposed increases
9 are not budget neutral. Accordingly, the District can only fund a 2% increase effective July 1,
10 2025, and another 2% increase effective July 1, 2026, and a third 2% increase on July 1, 2027, of
11 a multi-year contract and only after eliminating a few perks such as sabbaticals and department
12 head prep periods. The District maintains that employee compensation increases have
13 historically exceeded both COLA and CPI. Furthermore, based on the declining enrollment, the
14 District receives less funding per student; yet the operating expenses continue to increase, and
15 the District has limited reserves available to fund the Association's requested wage and benefits
16 increase. According to the twenty comparable school districts relied on by the District, the
17 District is in fact competitive as shown by the evidence that the District ranks second with regard
18 to a ten-year earnings calculation.

22 While there is certainly merit to each side's claims, the proposed ongoing 9% increase
23 exceeds the COLA and CPI and places UESF members well above the average. Additionally,
24 even though the District expects to transition to a qualified financial certification by March 2026,
25 the District will still be subject to limited State oversight. Therefore, to ensure wage increases
26 survive State scrutiny, a conservative approach would be in the best interest of the community
27

1 at this time. Furthermore, the Union has not met its burden of proof that the District has more
2 non-restricted resources at its disposal to fund the requested increases.

3 The District maintains that it does expect to receive new ongoing revenue from the State
4 and that it will not be able to meet its financial obligations if they accept the Association's
5 demand for a 9% wage increase plus 100% dependent health benefits . (District Exhs. 26 and
6 35.) The Association's demand far exceeds the statutory COLA of 2.30% and is simply not an
7 option. (District Exh. 23) Furthermore, because the Association seeks a 9% wage increase and
8 full dependent health benefits the State will probably reject this proposal because it is not budget
9 neutral and if approved would force the District to operate at a deficit over the next two years.
10

11 Instead, based on the information provided during the Factfinding, and in light of
12 continued State scrutiny even as the District moves toward positive financial certification, a 3%
13 increase effective July 1, 2025 and a 3% increase for July 1, 2026 seems more likely to pass State
14 scrutiny and secure the District's stabilization efforts by the time this contract expires in 2027. A
15 3% increase would keep the District on par with expected COLA and CPI changes over the next
16 two years. This annual 3% increase should positively position the District as a competitive
17 employer and help their employees keep up with the rising costs of living in the Bay Area.
18 Additionally, the District must continue to reduce its reliance on outside consultants and thus
19 reallocate the contracting out funds to programs that directly benefit their employees and
20 positively position the District once State oversight is withdrawn. Therefore, based on the
21 financial data introduced during Factfinding and the Association's inability to challenge the
22 District's claims of significantly reduced revenue, a wage increase of 3% effective July 1, 2025,
23 and another increase of 3% effective July 1, 2026, seems appropriate. Furthermore, the District
24 should develop a pilot program that includes 3 elementary schools, a middle school, and a high
25
26
27
28

1 school to shift from a focus of case load to workload for Special Education teachers and develop
2 a plan to support and assist this severely overworked and underappreciated population. The
3 District acknowledged that the State fails to provide the level of support needed and promised so
4 the District must step in and fill that gap. The District can only do that if it consistently and
5 aggressively reduces the funds spent on outside consultants and reallocates those funds on
6 improving conditions for its current employees by recognizing that the caseload in an inaccurate
7 picture of the workload these educators must carry for a very vulnerable population.
8

9 Unfortunately, the parties were able to reach agreement on the dependent health benefit
10 proposal; however, the District identified a solution that would provide the coverage requested
11 and act as an incentive to make this benefit a permanent component of a future CBA if the
12 parties are able to agree on a MOU that secures the funds from the existing parcel tax. This type
13 of thinking outside the box can really help the parties achieve the ultimate goal of providing
14 competitive wages and benefits for all of its employees. Thus, after reviewing the information
15 regarding the comparables, and considering the impact a full dependent package would have on
16 the District's ongoing financial obligations, drawing on the funds on balance in the parcel tax is
17 not only an appropriate temporary solution but provides the framework for an ongoing ask of the
18 community.
19
20

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

24 Depending on which comparisons you accept, UESF members are either near the bottom
25 of the heap (UESF Exh. F) or somewhere near the top of a large list of comparable school
26 districts. (District Exh. 26) Regardless of which list of comparable districts one considers, there
27
28

1 is no dispute the Association members are entitled to a wage increase at least to keep in lock step
2 with CPI and COLA.

3
4 Although the District insists it cannot sustain more than a 4 % increase over the course of
5 two years, the recommended additional 1% wage increase proposed for each year of a successor
6 contract recognizes the District was prepared to offer a total of 6% over 3 years and since the
7 Association is only interested in a two year contract the additional 1% for each year is borrowed
8 from that third year with the belief that more will be forthcoming from the State in the future, the
9 District will no longer be under State scrutiny two years from now and that more funds will be
10 available because the District will have reallocated its contracting out expenses making it a more
11 attractive and competitive employer.
12

13
14 While the Association's demand for a total of a 9% wage increase over the course of two
15 years in addition to the demands on class size, caseload versus workload and a full dependent
16 benefits package is not completely supported by the evidence, some demands on the District's
17 budget must and should be implemented to benefit the employees. Furthermore, the burden rests
18 with the Association to provide adequate challenges to the District's financial analysis yet, UESF
19 failed to adequately meet that challenge. Specifically, there was not enough information
20 presented during the Factfinding to challenge the District's claims of the impact of the negative
21 certification and insufficient resources to fund UESFs proposals.
22

23 **C. The Consumer Price Index.**

24
25 The data submitted by the District shows a CPI for the State of 2.40% for 2020-21,
26 6.60% for 2021-2022, 5.69% for 2022-2023, 3.41% for 2023-2024 and 2.6% for 2024-2025.

27 (District Exh. 2) The District has paid wages to both classified and certificated employees that
28 HEARING DATE: JANUARY 23, 2026 - 15

1 has exceeded the CPI for the past four (4) years and the proposed 2% increase is slightly lower
2 than the COLA of 2.30% for 2025-2026 compared to UESF's 4.5% annual wage increase
3 demand. (District Exh. 23) Therefore, the recommended wage increases of 2% effective July 1,
4 2025, 2% effective July 1 2026, and 2% effective July 1 2027 should allow the District to remain
5 in line with both COLA and CPI and thus provide wages that will be able to meet the high cost
6 of living in the Bay Area. Since the 2% increase does not cover the 2.30% COLA and the 2026-
7 2027 COLA is unknown, it appears as though a wage increase slightly higher than 2% would
8 ensure UESF members are keeping up with the cost of living increases in the Bay Area.
9

11 **D. Any Other Factors Relevant to Factfinding.**

12 This catch-all category, considered in fact finding, includes factors which go to the
13 equities of each party's respective position. Here, while UESF's commitment to securing
14 services for the immigrant and unhoused through an addition to the CBA identifying the District
15 as a Sanctuary District is an objective that the District agrees with certainly following the
16 outrageous attacks on the immigrant communities around the country and especially following
17 unfounded detention of five year old Liam Conejo Ramos and his father when he returned home
18 after school. However, UESF's proposal is not a mandatory subject of bargaining and therefore
19 it is not appropriate to include in the CBA. Furthermore, the proposal imposes onerous
20 responsibilities on the District as a landlord, job trainer, and legal advocate and if adopted would
21 expose the District to significant liability that would misdirect District resources away from
22 District employees. The Panel recommends that the District and UESF memorialize their joint
23 support of a Sanctuary District that is committed to assisting families and students when
24 appropriate.
25
26
27
28

UESF has reported its members are poised to strike should they not receive what they believe to be a fair and equitable successor agreement, In fact, UESF has already voted in favor of striking an action that has not occurred in this District in more than 50 years instead of working with the District on alternative approaches to securing the best possible contract within the limits of the District's financial position. There is no dispute, the District is still in a precarious financial position and only recently reported it expects to move to a qualified financial certification. Even though the District is moving towards a positive certification, until that occurs any budgetary changes must be scrutinized and approved by the State. Therefore, it is in the party's best interest to reach agreement on the outstanding issues with the hope that the District secures its positive financial certification by the time the next contract period rolls around.

CONCLUSION

Given the record as a whole, and UESF's emphasis on securing full dependent benefits as a necessary component of any contract agreement, the Panel was limited in its ability to craft an evaluation and recommendation, which could be acceptable to both sides, especially considering the District's financial certification.

The Panel agrees there are significant challenges associated with Issue 4: Sanctuary and Student Housing Protections. While it would be problematic for the District to adopt UESF's proposal and inappropriate on multiple levels to include the Association's proposal in CBA, the Panel agreed that given the current challenges and threats from ICE and the fear that exists at this time, it is appropriate for the parties to create a resolution that expresses their joint approach to

1 providing the protections and safeguards the parties support for the immigrant and unhoused
2 communities.

3
4 The Panel agrees to maintain the status quo on issues 6, 7, 8, and 9 and recommends the
5 District dedicate itself to reallocating the funds spent on consultants and contacting out (Issue 5)
6 to support a shift from case load to work load for Special Educators (Issue 3) and also save
7 money for wage increases in the next contract period.

8
9 As for wage increases for this contract, the Panel recommends a 3% wage increase for
10 each year of a two-year contract effective July 1, 2025. Finally, while the Panel recognizes and
11 understands the Association's commitment to securing full dependent benefits at the kaiser rate
12 for all of its members, that proposal is simply not feasible at this time given the District's
13 negative/qualified financial certification. However, the Panel encourages the parties to tap into
14 the resources available in the existing parcel tax to provide this benefit to its members for at least
15 the next three years with the possibility of an extension. If the parties are able to work together
16 to fund these benefits from alternative sources the District will be in a better place once it is
17 outside of State scrutiny to include these items in future contracts.

18
19
20 The Panel is aware UESF has secured a strike vote and intends to strike if they do not
21 accept the Panel's recommendation; but the Panel believes a compromise that can actually be
22 fulfilled financially is in the best interest of the community and will go a long way towards
23 securing a healthy labor/management relationship for future negotiations.

24
25 ///

26
27 ///

28 HEARING DATE: JANUARY 23, 2026 - 18

1 We conclude these recommendations are fair and equitable and consistent with the EERA
2 guidelines.

3
4
5 Date: February 4, 2026



CHERYL A. STEVENS, Neutral Chairperson

6
7
8 CONCUR/DISAGREE



ELIZABETH MORI, SFUSD Representative

9
10
11 CONCUR/DISAGREE
12 IN PART



ANGELA SU, UESF Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

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

On February 3, 2026, I served the documents named below on the parties in this action as follows:

FACTFINDING REPORT AND RECOMMENDATION

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

ELIZABETH MORI
Fagen Friedman & Fulfrost LLP
70 Washington Street, Suite 205
Oakland, CA 94607
emori@f3law.com

ANGELA SU
California Teachers Association
1169 Mountain Ave
Norco, CA 92860
asu@cta.org

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on February 3, 2026 at Oakland, CA.



CHERYL A. STEVENS