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FACT FINDING PROCEEDINGS

PURSUANT TO EDUCATIONAL EMPLOYMENT RELATIONS ACT

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| STOCKTON UNIFIED SCHOOL DISTRICT,<br><br>Employer,<br><br>vs.<br><br>STOCKTON TEACHERS ASSOCIATION,<br><br>Union. | PERB Case No.: SA-IM-3374-E<br><br>REPORT OF FACT FINDING PANEL AFTER HEARING |

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| Chairperson: | Andrea L. Dooley, Arbitrator |
| Employer Panel Member: | Ron Bennett, School Services of California |
| Union Panel Member: | Laura Schultz, California Teachers Association |
| For the Union: | Kelly Kohtz, California Teachers Association<br>Brian McNally, California Teachers Association |
| For the Employer: | John Gray, School Services of California<br>Marie Nakamura, Esq., Dannis Wolliver Kelley<br>Craig Wells, Stockton Unified School District |

**Background**

The Stockton Unified School District (District) and the Stockton Teachers Association (STA) are parties to a collective bargaining agreement. The District and the STA completed successor negotiations in June 2013. The agreement expired in June 2016 and provides reopeners for the 2013-14, 2014-15 and 2015-16 school years.

These proceedings concern the 2015-16 reopeners. Pursuant to their Agreement, the parties commenced bargaining in September 2015 on the following articles: Article 4 – Fringe Benefits, Article 6 – Teaching Hours, Article 7 – Leaves, Article 15 – Teacher Safety, Article 17 – Transfer and Reassignment, and Article 18 - Wages. The parties engaged in re-opener negotiations seven times in that school year but did not reach any agreements.

On March 17, 2016, STA declared impasse, and on March 22, 2016, PERB certified the parties to impasse and appointed Seymour Kramer as mediator.

The parties met on April 22, 2016 with Seymour Kramer of State Mediation and Conciliation Service in formal mediation. The parties reached a conceptual agreement on Article 15 – Teacher Safety in mediation but did not execute that agreement. Mr. Kramer certified the parties to fact-finding on May 5, 2016. The parties properly selected their panel members and jointly selected the chair. Andrea Dooley was appointed by PERB on May 31, 2016.

The factfinding panel convened a hearing on July 18, 2016. Both parties presented facts through their presenters (listed above) and additional testimony. After the submission to the panel and review of confidential closing briefs, the Chair makes the following recommendations.

**Fact Finding 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 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.

State and Federal Laws Applicable to the Employer

Beginning in the 2013-2014 budget year, the District's finance system is funded by California's Local Control Funding Formula (LCFF) which "creates base, supplemental, and concentration grants in place of most previously existing K-12 funding streams."[1] In order to maintain funding provided by the LCFF, the District was required to develop and adopt a Local Control and Accountability Plan (LCAP) that must be updated annually, based on a template

[1] Local Control Funding Formula Overview, California Department of Education website, http://www.cde.ca.gov/fg/aa/lc/lcffoverview.asp.

adopted by the State Board of Education. "The LCAP shall demonstrate how services are provided according to the chapter to meet the needs of unduplicated pupils and improve the performance of all pupils in the state priority areas." CCR Title 5, §15494. "Unduplicated pupils" include pupils eligible for free or reduced price meals, foster youth and English learners. CCR Title 5, 15495(m).

"This funding shall be used to increase or improve services for unduplicated pupils as compared to the services provided to all pupils in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated pupils as required by Education Code section 42238.07(a)(1)." CCR Title 5, §15496.

The District's LCAP must include an explanation of how expenditures of the funding meet their goals for their unduplicated pupils. Because 86.48% of the District's enrollment is made up of unduplicated pupils[2], the District may spend their supplemental and concentration grant funds on a districtwide basis.[3] However, the LCAP must describe the services to be provided and describe how such services are effective in meeting the goals for serving the unduplicated pupils in the District.

The District contends that state law governing the LCFF precludes them from using supplemental and concentration grant funds for an across-the-board salary increase, absent a provision in the District's LCAP stating that such an increase is being given to support the

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[2] District Fact 17.

[3] "A school district that has an enrollment of unduplicated pupils of 55 percent or more of the district's total enrollment in the fiscal year for which an LCAP is adopted or in the prior year may expend supplemental and concentration grant funds on a districtwide basis." CCR Title 5, §15496(b)(1).

District's goals for increasing or improving services to the District's unduplicated pupil population. Specifically, District Fact 11 states:

> The District 2015-16 LCAP does not identify as a goal using supplemental and/or concentration grant funds for an across-the-board teacher salary increase without improved or increased services being provided to students.

This assertion results from a narrow reading of the State Board of Education's regulations governing the use of supplemental and concentration grant funds. In a letter dated June 10, 2015, Tom Torlakson, State Superintendent of School Instruction, stated, "In order to use supplemental and concentration grant funds for an across-the-board salary increase. . . a district must demonstrate in its LCAP how this use of grant funds will increase or improve services for unduplicated pupils compared to services provided to all students."[4]

Torlakson clearly contemplates that some districts will determine that an across-the-board salary increase is a good tactic for achieving a particular goal identified in an LCAP. The salary increase is not the goal; it is merely a means to achieve an end result. Torlakson states:

> For example, a district may be able to document in its LCAP that its salaries result in difficulties in recruiting, hiring, or retaining qualified staff which adversely affects the quality of the district's educational program, particularly for unduplicated students, and that the salary increase will address these adverse impacts. In this scenario, this district LCAP might specify a goal of increasing academic achievement of its (UP) and a related area of need for more teachers in the district with experience . . . the district could then identify, as a corresponding service, a reduction of teacher turnover and the retention of experienced teachers, supported by budget expenditures from supplemental and concentration grant funds, and describe in the LCAP how this service is principally directed toward and effective in meeting the district's identified academic achievement for its unduplicated pupils.[5]

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[4] Tom Torlakson, "Use of Local Control Funding Formula Supplemental and Concentration Grant Funds," June 10, 2015.

[5] Id.

Torlakson also recommends targeted salary increases, such as increased compensation for a longer instructional day, or increases to teachers who predominantly serve unduplicated pupils.

Finally, Torlakson frames this less as a matter of planning, i.e. what does the LCAP say the District will do, and more as a matter of reporting, i.e. what did the District do to meet the goals in its LCAP? "The district must appropriately document in its LCAP its basis and strategies for use of supplemental and concentration grant funds."[6] Therefore, a district can provide an across-the-board increase as long as doing so supports at least one LCAP goal and the district properly documents and reports the increase in its annual LCAP update.

The task for the parties is to review the District's LCAP to determine whether any goals have been identified which would be well served by an across-the-board salary increase.

This District relies on these laws in framing their proposals. STA has also tailored its proposals in recognition of the application of these laws to the District.

Stipulations of the Parties

While the parties have not jointly agreed to stipulated facts, the District has proposed the following stipulations and STA has not presented any contrary facts or denied these facts as stated. Therefore, the Chair finds:

1. The Stockton Unified School District is a public school employer within the meaning of Section 3540.1(k) of the Educational Employment Relations Act.
2. The Stockton Teachers Association is a recognized employee organization within the meaning of Section 3540.1(l) of the Educational Employment Relations Act and has been

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[6] Id.

duly recognized as the representative of the certificated non-management bargaining unit of the Stockton Unified School District.

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 all the requirements for selection of the factfinding panel and have met or waived the statutory time limitations applicable to this proceeding.

5. The re-opener contract issues which are appropriately before the Factfinding Panel are as follows:

   Article 4 – Fringe Benefits

   Article 6 – Teaching Hours

   Article 7 – Leaves

   Article 15 - Safety

   Article 17 – Transfer and Assignment

   Article 18 - Wages

6. An impasse in bargaining was declared by the Public Employment Relations Board on or about March 21, 2016. The mediation process proceeded as scheduled, and the parties continued to meet with the mediator in an effort to reach agreement until May 5, 2016, at which point the mediator certified the matter to factfinding. On May 27, 2016, the parties selected Ms. Andrea L. Dooley to chair their factfinding panel. Ms. Dooley was notified of her appointment by PERB on May 31, 2016.

The Interests and Welfare of the Public and the Financial Ability of the Employer

The panel members have considered the interests and welfare of the public as demonstrated by factual evidence presented by both the District and STA. Such facts include demographic information about the pupil population served in the District, general information about the City of Stockton, review of the applicable statutes and the District's LCAP.

The District's financial ability was considered as a part of the review of relevant state law and the comparability of the District to geographically or demographically similar school districts. The District did not make an "inability to pay" argument but did identify the following cost factors. The total cost of a one percent (1%) increase for the Association is $1,574,236.[7] The cost of a step and column increase is $1,654,975.[8] The District anticipates significant increases in the employer contribution rates for the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS).[9]

Comparability

The District identified the following districts as comparable, because Stockton teachers in the normal commuting area would be able to consider employment in these districts due to their proximity. These districts are:

Fresno Unified School District
Galt Joint Union Elementary School District
Galt Joint Union High School District
Jefferson Elementary School District
Lammersville Joint Unified School District
Lincoln Unified School District

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[7] District Fact 1.
[8] District Fact 2.
[9] District Fact 16.

Livermore Valley Joint Unified School District
Lodi Unified School District
Manteca Unified School District
Modesto Unified School District
Ripon Unified School District
Sacramento City Unified School District
Tracy Joint Unified School District

The Association presented the data of districts from throughout California with have a similar Average Daily Attendance (ADA) to SUSD and which have a similar Unduplicated Pupil Population (UPP) (Comparability Group #1), as well as data from proximate comparable districts (Comparability Group #2):

| **Comparability Group #1** | **Comparability Group #2** |
|---|---|
| Fontana Unified School District | Elk Grove Unified School District |
| Fresno Unified School District | Folsom-Cordova Unified School District |
| Garden Grove Unified School District | Lincoln Unified School District |
| Moreno Valley Unified School District | Lodi Unified School District |
| Oakland Unified School District | Manteca Unified School District |
| San Bernardino Unified School District | Tracy Unified School District |
| Santa Ana Unified School District | |

Data about these was taken from State-Certified Reports, including the J-90, CBEDS and SACS reports, for the years for which data is most recently available. Some data was also collected by the parties directly from the comparable districts, such as collective bargaining agreements and health benefit information.

Consumer Price Index

The panel did consider data concerning CPI. Salary increases have exceeded CPI in each of the past three years.

| Year | District % Increase | State CPI per District[10] | State CPI per CTA[11] |
|---|---|---|---|
| 2013-2014 | 4.0% | 1.40% | 1.46% (2013)[12] |
| 2014-2015[13] | 3.0% | 1.50% | 1.83% (2014) |
| 2015-2016 | 5.5% | 2.02% | 1.47% (2015) |
| 2015-2016 proposed | 0.5% + 6.0% | N/A | 2.61% (Q1 2016) |
| Total | 19.0% (12.5% before District proposal) | 4.92% | 7.37% |

Overall Compensation

The panel considered data on overall compensation provided by both parties.

Other Factors

The panel reviewed and considered all facts and proposals presented by the District and the STA.

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[10] District Facts, "Fact 4: Ongoing Salary Settlements alone since the California Economic Recovery have exceeded the state CPI."

[11] STA Facts, California Teachers Association, Gerry Fong memo, dated May 12, 2016, "Consumer Price Index (CPI)"

[12] California Teachers Association 8-Year History, reflects California annual average for All Urban Consumers for each year provided.

[13] 1.0% one-time bonus paid.

## Recommendations

After a review of the facts and arguments presented by both parties, the Chair recommends the following:

Article 4 – Fringe Benefits

**The parties shall maintain the status quo on health plan options.**

Fringe benefits were a subject of bargaining in the prior reopeners in the Agreement. In the most recent settlement, the parties agreed that the District would maintain a least expensive health benefit plan that is fully covered in order to provide a no-cost benefit option to employees. Given that the prior settlement was reached just before beginning of bargaining for 2015-16, it is not possible for the parties to have evaluated the effects of that agreement to inform their bargaining position in this round of negotiations.

For the time being, the District should maintain a least expensive health plan that is fully covered to provide a no-cost benefit option to employees. The District has demonstrated that these recommended fringe benefits are consistent with comparable school districts, maintain an overall level of benefit and compensation to affected employees and provide a cost savings that will contribute to the overall financial health of the District. At the same time, teachers will continue to have a health plan option fully subsidized by the District.

Article 6 – Teaching Hours

**The parties shall maintain the status quo on Teaching Hours.**

Teaching Hours were a subject of bargaining in the prior reopeners in the Agreement. In the most recent settlement, the parties agreed to expand parent-teacher collaboration time, professional learning communities, and professional development. Given that the prior settlement was reached just before beginning of bargaining for 2015-16, it is not possible for the

parties to have evaluated the effects of that agreement to inform their bargaining position in this round of negotiations.

The District's proposal to increase instructional minutes by 120 minutes per week, to be compensated by a 6% increase to the salary schedule (for the increased time) was not supported by the facts presented at the hearing. Increased Instructional Time does not appear as a strategy in the District's LCAP. The current instructional minutes were not identified for any school site; comparison to workdays in other districts is not reflective of the instructional time in those districts. CST Data for Selected School Districts 2011-2013, which purported to show districts with higher instructional minutes and higher academic achievement, did not include any information about their instructional minutes.[14]

The District also presented evidence that six school sites who were required to increase their instructional time under the School Improvement Grant (SIG) all demonstrated student achievement gains using the Measures of Academic Progress (MAP). This evidence was limited by the fact that no baseline data was provided, and it is unclear that the MAP improvements were caused by the increased instructional time.[15] This evidence was further limited by the District's admission that teachers in those SIG schools complained about the lack of preparation time, which has been identified in the LCAP as a strategy that the District endorses to improve student achievement and teaching quality.

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[14] Article 6 Teaching Hours, "Reason 2: Recent state and federal testing requirements (SBAC) require the District to focus on increased student achievement through Common Core instruction. Increasing student learning time allows teachers to meet these recent challenges."

[15] Article 6 Teaching Hours, "Reason 5: The seven District schools that were required to increase their instructional day under the School Improvement Grant (SIG) all demonstrated significant achievement gains over the last four years."

The parties are already in substantial agreement in their proposals concerning faculty meetings and collaboration time and should maintain status quo.

The District's proposal to require teachers to substitute in a classroom when a volunteer cannot be found was not supported by evidence at the hearing.

Article 7 – Leaves

**The parties shall maintain status quo on leaves.**

Changes to the leave provisions of the agreement should be made as part of a comprehensive agreement.

Article 15 – Teacher Safety

**The Chair recommends that the parties finalize the tentative agreement previously reached in mediation.**

Article 17 – Transfer & Assignment

**The parties shall maintain status quo on Transfer & Assignment.**

Transfer & Assignment were a subject of bargaining in the prior reopeners in the Agreement. In the most recent settlement, the parties agreed to certain changes in the transfer and assignment process. Given that the prior settlement was reached just before the beginning of bargaining for 2015-16, it is difficult for the parties to have evaluated the effects of that agreement to inform their bargaining position in this round of negotiations.

Article 18 – Wages

**The parties shall maintain status quo on Salaries.**

Upon review of the proposals put forth by the parties, it appears that the parties may not have been at impasse at the time that impasse was declared. For example, the District proposed a 6% salary increase to compensate for increased instructional minutes for the first time in their

position statement to PERB. STA did not respond to that salary proposal and did not make a specific salary proposal throughout the bargaining history. Ongoing settlement discussions have not resulted in reaching an agreement on a salary increase for 2015-16.

The Chair finds that the facts presented at hearing suggest that Stockton teachers have a better total compensation package than some comparable districts and a less favorable total compensation package than other comparable districts. This means that they are not out of line with the status quo of comparable districts. The Chair recommends the parties maintain status quo until such time as an agreement can be reached.

Other Recommendations

This factfinding arose out of a long and difficult bargaining process that followed closely on the heels of a contract settlement reached in the prior year after factfinding. In order to avoid a similar cycle in the future, the Chair recommends the following:

1. That the parties jointly attend training in bargaining techniques, preferably collaborative bargaining techniques, prior to resuming bargaining; and
2. That the parties reach a multiyear agreement on their many outstanding issues, so that in the future, they can focus on implementing new programs, on fostering dialogue among leaders in both organizations and on evaluating the needs of students and teachers as it relates to academic achievement.

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## Conclusion

It is the hope of the Chair that these recommendations will be used by the parties to negotiate a settlement.

Dated August 5, 2016.

Andrea L. Dooley, Chair, Panel Member

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| Concur _____ | Concur X |
| Concur in part _____ | Concur in part _____ |
| Dissent in part _____ | Dissent in part _____ |
| Dissent _____ | Dissent _____ |
| Ron Bennett, District Panel Member | Laura Schultz, Association Panel Member |

## Conclusion

It is the hope of the Chair that these recommendations will be used by the parties to negotiate a settlement.

Dated August 5, 2016.

Andrea L. Dooley, Chair, Panel Member

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|---|---|
| Concur _____ | Concur _____ |
| Concur in part _____ | Concur in part _____ |
| Dissent in part _____ | Dissent in part _____ |
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FACT FINDING PROCEEDINGS

PURSUANT TO EDUCATIONAL EMPLOYMENT RELATIONS ACT

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| STOCKTON UNIFIED SCHOOL DISTRICT,<br>Employer,<br>vs.<br>STOCKTON TEACHERS ASSOCIATION,<br>Union. | PERB Case No.: SA-IM-3374-E<br><br>ADDENDUM TO REPORT |

The Neutral Chair for the Fact Finding Proceedings submits this addendum to the Report of Fact Finding Panel After Hearing:

The Employer Panel Member's Dissent refers to and relies on confidential documents, communications, negotiations and settlement discussions produced and conducted during the course of mediation of the above-referenced matter. Pursuant to California Evidence Code Section 1119, these communications and documents are confidential and may not be disclosed in any proceeding. [1]

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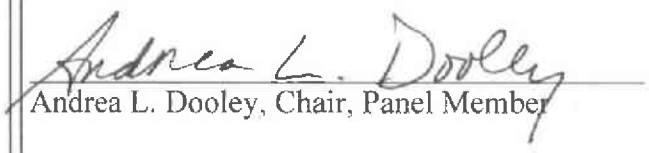
[1] Section 1119 states:

(a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the

The Employer Panel Member seeks to disclose confidential communications in violation of Evidence Code 1119 in this proceeding. This same confidentiality requirement puts the Chair in the position of being unable to address the issues raised in this Dissent.

For these reasons, The Chair asks the Dissent remain under seal and unpublished by the Public Employment Relations Board should the parties fail to reach an agreement after the submission of this report. Alternately, this rebuttal is incorporated into the factfinding report by reference and will be published along with the report and dissent.

Dated August 10, 2016



Andrea L. Dooley, Chair, Panel Member

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writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

**Stockton Unified School District-Stockton Teachers Association**

**PERB Case Number SA-IM-3374-E, Impasse Factfinding**

**Dissenting Opinion of the District Appointed Panel Member,**

**Ronald W. Bennett, Chief Executive Officer, School Services of California, Inc.**

This dissenting opinion is submitted under the provisions of Government Code 3548.3 and I submit the following to be permanently attached to the REPORT OF FACTFINDING AFTER HEARING DATED AUGUST 5, 2016.

## INTRODUCTION

The panel in this case was a very experienced expert panel, but was faced with a very difficult task. Resolution of a one-year dispute after that year is over is always difficult and crafting recommendations that help the parties to resolve the dispute going forward requires exercise of great skill and discipline by the panel. Although I believe I have performed more factfinding and impasse negotiations than any other panel member in the state, I have not dissented to a report for at least 15 years. Dissents weaken the ability of the parties to reach agreement and I therefore avoid them. But in this case, the unfairness of the report simply cannot be allowed to pass unanswered.

Reason for dissent: There are two fundamental reasons for my dissent, I will discuss each separately:

1) The report does not adequately address the facts presented to the panel and the interests of the public, and

2) The process was rendered useless to the parties because of the ineffectiveness of the Panel Chair

## THE REPORT DOES NOT ADDRESS THE FACTS PRESENTED TO THE PANEL OR THE INTERESTS OF THE PUBLIC

The report is deficient in that it does not adequately address Government Code Section 3548.2, subsection 3, the interests and welfare of the public and the financial ability of the public schools. This section is the essence of why these parties engage in factfinding and are unable to reach agreement themselves. The Government Code requires that, if the parties are unable to reach agreement within ten days after the issuance of the factfinding report, the Board of Education has a duty to release the report to the public. The public has a right to know the facts and to decide for themselves the merits of the positions of each party.

Absent from this report is any reference to the voluminous information provided to the panel by both parties regarding the achievement levels of students and schools in the district and the

extreme barrier that the collective bargaining process poses to increasing and improving the performance of students. The report opines that the district could simply give across the board raises to teachers with no direct nexus to improvement or increase in services to students. To render such an opinion in a district with the track record of Stockton Unified School District (USD) ignores both the law and the facts.

Student achievement in Stockton USD is among the lowest in the state, the bottom 10%. When measured at the school site level, it is appalling that not a single school site has even 50% of its students at the level prescribed by state standards. And each year the Stockton Teachers' Association argues that despite those conditions, any new money should simply be given to teachers with no expectation of improvement of programs for students. Is the new money destined to improve conditions for students or for adults? The report does not address this very significant issue.

For the first time in decades the state of California is providing additional funding and attempting to close the achievement gap in districts like Stockton USD that are so far behind other school districts. At full implementation of the state's new funding plan, Stockton USD will be one of the highest funded districts in the state, primarily because of the additional funding it receives for traditionally under-served students. The Board of Education has adopted an aggressive and comprehensive Local Control and Accountability Plan (LCAP) to utilize its new funding to the benefit of students. By all accounts, the initiatives in the LCAP are being implemented with fidelity, except for those that require collective bargaining. As a result, in each of the past three years the district has set aside money to pay teachers for additional services to students. Those services generally require negotiations and any proposed improvements are implemented years later or not at all. This is a significant barrier to the district's efforts to exercise its newly provided responsibilities for local decision making.

Examples in this report include Article 6, Teaching Hours, Article 7, Leaves, and most importantly, Article 17, Transfer and Assignment. All of these articles are critical to the improvement of student achievement. The district's proposal in Article 6 to pay for additional time for our professional teachers to work with students is treated dismissively, though the district provided substantial evidence that more instructional time has been a key element of improved student performance across California, the nation, and even schools in this district.

Article 7, Leaves, is also left undecided in the report. The panel was presented with ample information to make a recommendation on this issue. Finally, Article 17, Transfer and Assignment, is also undecided in the report, though the facts clearly demonstrate that the current process delays hiring, placement, and reassignment of teachers to the detriment of students and to the benefit of the seniority system. The report could have and should have made recommendations in all these areas, but it did not.

Although the 2015-16 year was over, in my opinion, the Factfinding panel had a duty to address these critical issues and suggest solutions for the future. The report does not do that.

In my opinion, Stockton USD is at the tipping point; there has never been a better opportunity to improve conditions for students and for the community than the one that exists now. The union presentation during the hearing stressed the negative conditions in Stockton, including crime rates and safety concerns. Many of those conditions are in my opinion related to past failure of the state to provide adequate resources and local control to ensure an adequate education for every student. If the community of Stockton is to improve conditions for residents, it must first address the needs of students who continue to fall behind. Failing students have many fewer options as adults. This report does not give adequate voice to the interests of the public as opposed to those of the union.

By choosing to recommend "Status Quo" on every issue submitted to the factfinding panel, the panel has abdicated its duty to analyze the facts and present recommendations based upon the facts presented by the parties. In my opinion, the status quo has caused Stockton USD students to fall far behind students in other communities; recommendations to maintain the status quo on every issue imply that current conditions are acceptable for students when, in fact, the system and the community are crying out for change. The children have voice in the factfinding process only to the extent that adults speak out on their behalf; that voice is not present in the report, I therefore offer that voice in my dissent.

**INEFFECTIVENESS OF THE PANEL CHAIR**

My second reason for dissenting is more technical and related to the process for issuance of the factfinding report. I want to first state that I have worked with the panel members involved in this case several times previously, usually with success. In this case, however, the issuance if the factfinding report is flawed in such a major way as to call into doubt the credibility of both the report and the panel that issued it.

The factfinding panel Chair asserts that the entire process is confidential and has prohibited me from providing complete details in support of my opinion. I choose to comply with her prohibition. However, I do have a right to state my opinion, though I am prohibited from supporting it with facts.

As supported earlier in my dissent, the Chair was ineffective and inconsistent in her analysis of the facts presented the implications of those facts and the recommendations that should be drawn from them. The manner in which the Chair reached her conclusions was not, in my opinion based upon the facts, but more on a desire to appease the parties.

As a result, the conclusions and recommendations of the Chair, that every issue submitted to factfinding should remain status quo, appear to be arbitrary and poorly supported. These recommendations have disadvantaged the district in negotiating the changes it seeks. This is a district for which the status quo is not nearly good enough, but that is what the Chair recommends.

The factfinding report is advisory and is only useful to the extent that the integrity, credibility, and fairness of the process are maintained. In this case, the arbitrary decision of the Chair to simply recommend the status quo on all issues has eroded the value of the report to the parties and, in my opinion, rendered it useless. The lack of leadership and effectiveness by the Chair is a major factor in the failure to resolve the differences of the parties.

This is a document of negotiated results and is not, in my opinion, based upon the facts presented to the panel. Further, this factfinding report serves to maintain a status quo that has resulted in compensation for teachers, as identified in the factual findings of the panel, being among the highest in the area and student achievement being among the lowest. This district and this community and its children deserve better from this panel than a recommendation for the status quo. I therefore respectfully dissent with the factfinding report in its entirety.

Respectfully submitted,

Ronald W. Bennett
District Panel Member
Chief Executive Officer
School Services of California, Inc.

August 9, 2016