



PERB Received
12/17/25 16:50 PM

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 12/17/2025

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No _____ NO ☒

1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐ PUBLIC¹ ☐

- a. Full name: San Diego Education Association, CTA/NEA
- b. Mailing Address: c/o California Teachers Assn. – Legal Department, 11745 E. Telegraph Road, Santa Fe Springs, CA 90670
- c. Telephone number: (562) 478-1410
- d. Name and title of agent to contact: Stephanie Joseph, CTA Staff Attorney E-mail Address: SJoseph@cta.org
Telephone number: _____ Fax No.: _____
- e. Bargaining Unit(s) involved: Certificated Employees

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☒

- a. Full name: San Diego Unified School District
- b. Mailing Address: 4100 Normal Street San Diego, CA 92103
- c. Telephone number: (619) 725-5506
- d. Name and title of agent to contact: Dr. Fabiola Bagula, Superintendent E-mail Address: fbagula@sandi.net
Telephone number: _____ Fax No.: _____

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name:
- b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

5. GRIEVANCE PROCEDURE

¹An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☒ No ☐ Unknown ☐

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- ☒ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:
Government Code sections 3543.5(b) and (c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge***):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See attached Statement of Charge

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Kyle Weinberg
(Type or Print Name)

/s/ Kyle Weinberg
(Signature)

12/17/2025
Date



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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

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IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

PUBLIC¹

☐

a. Full name:

San Diego Education Association, CTA/NEA

b. Mailing address:

c/o CTA - Legal Department, 11745 E. Telegraph Road, Santa Fe Springs, CA 90670

c. Telephone number:

(562) 478-1388

d. Name and title of
person filing charge:

Stephanie Joseph, CTA Staff Counsel

E-mail Address:

sjoseph@cta.org

Telephone number: (562) 478-1388

e. Bargaining unit(s)
involved:

Certificated Employees

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

a. Full name:

San Diego Unified School District

b. Mailing address:

4100 Normal Street, Room 2219 San Diego, CA 92103

c. Telephone number:

(619) 725-5506

d. Name and title of
agent to contact:

Dr. Fabi Bagula, Superintendent

E-mail Address:

fbagula@sandi.net

Telephone number: (619) 725-5506

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

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a. Full name:

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- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov't Code sections 3543.5(b) and (c) Unknown ☐
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.) See attached ☒
- Please see attached Statement of Charge.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on Dec 17, 2025

(Date)

at San Diego, CA
(City and State)

Kyle Weinberg, SDEA President

(Type or Print Name and Title, if any)

Kyle M. Weinberg
Kyle M. Weinberg (Dec 17, 2025 15:50:37 PST)
(Signature)

Mailing Address: c/o CTA-Legal Department
11745 E. Telegraph Road, Santa Fe Springs, CA 90670

E-Mail Address: weinberg_k@sdea.net

Telephone Number: (619) 807-3345

STATEMENT OF CHARGE

INTRODUCTION

During the six months preceding the filing of this charge, the San Diego Unified School District (District), by its own actions and those of its agents, Superintendent Fabiola Bagula and others, breached their duty to bargain in good faith in violation of the Educational Employment Relations Act (EERA). Specifically, representatives of the District unilaterally changed the working conditions of bargaining unit employees by:

- repeatedly assigning Education Specialist Mild/Moderate teachers more than twenty (20) students in violation of Art. 29.1.2;
- repeatedly assigning Education Specialist Moderate/Severe teachers more than twelve (12) students in violation of Art. 29.1.3;
- imposing caseload overages for Education Specialists (both Mild/Moderate and Moderate/Severe) for more than ten (10) consecutive workdays without a proportional staffing allocation in violation of Art. 29.1.2 and 29.1.3; and
- denying the Union, San Diego Education Association (SDEA), continuous access to the District's class size data reporting system in violation of Art. 29.1.5.2 and 13.3.5.

By these acts, the District unilaterally changed and/or repudiated Articles 29.1.2, 29.1.3, 29.1.5.2, and 13.3.5 of the parties' Collective Bargaining Agreement (CBA). The District undertook these acts without first providing the Union with notice and an opportunity to bargain. By its acts, the District has denied SDEA its rights under the EERA and failed and refused to bargain in good faith with representatives of SDEA as evidenced by, but not limited to, the following:

STATEMENT OF FACTS

1. At all times relevant, the District has been a public school employer within the meaning of Government Code section 3540.1(k).
2. At all times relevant, SDEA has been an employee organization within the meaning of Government Code section 3540.1(d) and the exclusive representative of certificated employees of the District.
3. The parties have agreed to a CBA, with effective dates July 1, 2022 through June 30, 2025, and are currently in negotiations for a successor agreement.

4. Article 29 of the CBA provides, among other things, special education caseload limits. Article 29.1.2 states that “an Education Specialist Mild/Moderate teacher shall serve as a case manager for no more than twenty (20) students. When an Education Specialist Mild/Moderate teacher is the case manager for twenty-one (21) or more students for more than ten (10) consecutive workdays and the site’s overall Education Specialist: Mild/Moderate allocation is insufficient to maintain all Education Specialist: Mild/Moderate caseloads at twenty (20) or below, the site will receive a proportional staffing allocation.”
5. Article 29.1.3 states that “the District will maintain caseloads for Education Specialist: Moderate/Severe teachers at twelve (12). When an Education Specialist Moderate/Severe teacher is the case manager for more than twelve (12) students for more than ten (10) consecutive work days and the site’s overall Education Specialist: Moderate/Severe allocation is insufficient to maintain all Education Specialist: Moderate/Severe caseloads at twelve (12) or below, the site will receive an additional staffing allocation.”
6. By way of background, the District has repeatedly violated Articles 29.1.2 and 29.1.3 resulting in SDEA filing approximately seven grievances over the past seven years – one every year since the parties agreed to language in Articles 29.1.2 and 29.1.3.
7. The most recent grievance over Articles 29.1.2 and 29.1.3 was filed on September 5, 2025, and concerned the 2025 summer school period (June and July of 2025) and the 2025-2026 school year. That grievance remains unresolved and continues to proceed via the CBA’s the grievance and binding arbitration provisions – as do SDEA’s grievances concerning the 2023-2024 and 2024-2025 school years.
8. Article 13.3.5 of the parties’ CBA requires SDUSD to provide the Association with continuous access to the District’s class size data reporting system. Historically, the Association has used this information to determine whether the District is complying with the CBA’s class size requirements including, but not limited to, caseloads pursuant to Articles 29.1.2 and 29.1.3.
9. Article 29.1.5.2 of the CBA provides that “[c]aseloads will be monitored on a regular basis, consistent with general education class size monitoring, to ensure compliance with this Agreement.”
10. On or about June 30, 2025, SDEA noticed that it no longer had access to the class size data reporting system and notified the District of such. On or about July 10, 2025, SDEA sent a follow-up email to the District, again seeking access pursuant

to Article 13.3.5. On or about August 25, 2025, SDEA sent follow up emails to the District requesting access and asking that the District provide SDEA with weekly class size data reports until such time that access is restored. The District responded, acknowledging SDEA's lack of access and agreed to provide weekly updates until access could be restored. Weekly reports were not provided. SDEA sent follow up emails on or about September 10, September 18, and September 24, 2025. On or about October 6, 2025, the parties Contract Administration Committee (CAC) met. (The CAC is a joint labor-management committee set forth in Article 25 of the CBA.) During this meeting, the District advised SDEA that it could not provide SDEA with access to the new system, thereby repudiating its obligations under Article 13.3.5. SDEA was given no advanced notice that access would be unavailable and no opportunity to bargain these changes. To date, SDEA does not have access to the District's class size data reporting system.

11. On or about November 18, 2025, the District provided SDEA with class size data from four distinct dates unilaterally selected the District – Oct. 5, 21, 29, and Nov. 12, 2025. On or about December 16, 2025, the District provided the first of what they claim will be weekly caseload reports. This data confirmed that the District continues to be in violation of Articles 29.1.2 and 29.1.3. This fact, coupled with the three open grievances (referenced in paragraph 7 above), revealed to the Union that forcing compliance with Articles 29.1.2 and 29.1.3 via the grievance machinery is futile.
12. On multiple occasions since September of 2025, District administrators, including but not limited to officials from the Labor Relations Department, have intimated that the District will not comply with the language of Articles 29.1.2 and 29.1.3 – specifically, the District stated that such compliance “is not viable” for them.
13. To date, the District remains out of compliance with Articles 29.1.2 and 29.1.3. The District's repeated breaches have changed the terms and conditions of work for Education Specialist Mild/Moderate and Moderate/Severe teachers because they are forced – in spite of clear contract language – to serve as a case manager for more students than contemplated by the CBA and to carry caseload overages for more than ten (10) consecutive workdays with no proportional staffing allocation.

14. This unilateral change and/or refusal of the District to abide by Articles 29.1.2 and 29.1.3 has heavily impacted the terms and conditions of work for Education Specialist Mild/Moderate and Moderate/Severe teachers including but not limited to their workload, hours of work, and their ability to properly serve their students (which could in turn result in among other things, disciplinary consequences).
15. These acts amount to a unilateral change to and/or repudiation of the terms and conditions of work for bargaining unit members and a repudiation of Articles 29.1.2, 29.1.3, 29.1.5.2 and 13.3.5.
16. Moreover, the District's failure to comply with Article 13.3.5 has impacted SDEA's ability to monitor compliance with Articles 29.1.2, 29.1.3, and 29.1.5.2.
17. By the acts set forth above, among other acts, the District violated EERA §§ 3543.5(b) and (c) by unilaterally changing and/or repudiating Articles 29.1.2, 29.1.3, 29.1.5.2, and 13.3.5 of the parties' CBA. The District made these changes without first providing notice and an opportunity to bargain in good faith with SDEA. The unilateral changes and/or repudiations involve mandatory subjects of bargaining and constitute a per se violation of EERA. Further, these changes affect and are adverse to the interests of all the unit members because they unilaterally deprive unit members of the rights guaranteed to them in the CBA.

REMEDY

1. The District should be ordered to comply with Art. 29.1.2, 29.1.3, 29.1.5.2, and 13.3.5 thereby returning to status quo ante.
2. The District should further be ordered to communicate to all employees that it will abide by Articles 29.1.2, 29.1.3, 29.1.5.2, and 13.3.5.
3. The District should be further ordered to cease and desist from implementing unilateral changes to mandatory subjects of bargaining.
4. The District should be further ordered to post an appropriate notice at all places in the District where such notices are regularly placed (including through electronic mail, intranet, internet, or other electronic means) informing the District's employees of the Board's determination that the District violated the EERA.
5. Charging Party further requests any other relief that is deemed just and proper by the Board.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is c/o CTA - Legal, 11745 E. Telegraph Road
Santa Fe Springs, CA 90670

On 12/17/2025, I served the San Diego Education Association's
(Date) (Description of document(s))

Unfair Practice Charge in Case No. - TBD -
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- ☒ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- ☐ personal delivery;
- ☒ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. *(May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Dr. Fabi Bagula, Superintendent
San Diego Unified School District
4100 Normal Street - Room 2219
San Diego, CA 92103
Email: fbagula@sandi.net

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 12/17/2025,
(Date)
at Santa Fe Springs, California
(City) (State)

Frankie Medina



(Type or print name)

(Signature)