

FACT FINDING DISCUSSION AND RECOMMENDATIONS

In the Matter of the Impasse Between

SADDLEBACK VALLEY
UNIFIED SCHOOL DISTRICT
Employer

-and-

SADDLEBACK VALLEY
EDUCATORS ASSOCIATION
Exclusive Representative

PERB CASE NO: LA-IM-4215-E
FR0918

Report Issued
September 18, 2026

Hearing Held on September 3-4, 2026
Saddleback Valley Unified School District
25631 Peter A Hartman Way
Mission Viejo, CA, United States

Members of the Fact Finding Panel

Employer Panel Member:

John Rajic, Attorney,
Atkinson Andleson et al

Impartial Chairperson:

Donald Raczka, Fact Finder

Union Panel Member:

Joshua Yeh, California
Teachers Association

Making Presentations to the Fact Finding Panel:

For the Association:

Andi Suter, Bargaining Chair, Saddleback Valley Educators Association
Frank Oppedisano, California Teachers Association
Mandy DeGroote, President, Saddleback Valley Educators Association
Kathryn Jaronczyk Teacher, School Psychologist, Saddleback Valley Educators Association

For the Employer:

Matt Phillips, School Services of California, Inc.
Darvin Jackson, Assistant Superintendent of Human Resources
Francis Dizon, Assistant Superintendent Student Support Services

DISTRICT AND ASSOCIATION DESCRIPTIONS

The Saddleback Valley Unified School District (SVUSD) serves approximately 22,180 students from its attendance areas that encompass over 95 square miles. The SVUSD Vision, “SV Connects,” focuses on culturally proficient, intentional, and engaging practices which provide opportunities for each and every student to be successful. The use of integrated technology as a tool to enhance learning for all students is also critical to the delivery of instruction and student outcomes. A variety of athletic opportunities, visual and performing arts programs, and many other student activities enhance the academic environment. SVUSD is committed to supporting continuous teacher growth through professional development, as it is an important component in keeping our "SV Connects" educational vision clear and focused on teaching and learning.

The District is composed of: Twenty-one (21) elementary schools, including nine Title-I schools, and three magnet schools; Four intermediate schools (one intermediate school is a Title-I school); Four comprehensive high schools; One continuation high school; One Early Childhood Center; and One K-12 Virtual Academy.

The unduplicated pupil count is 45% and the major student demographics are approximately:

- 39.4% Hispanic or Latino
- 36.7% White
- 9.7% Asian
- 8.6% Two or more races
- 3.4% Filipino
- 1.1% African American
- .2% Pacific Islander
- .1% Native American

The **Saddleback Valley Educators Association (SVEA)** is the exclusive bargaining representative for over 1,100 certificated educators, including teachers, guidance counselors, school psychologists, speech-language pathologists, mental health counselors, nurses and teachers on special assignment.

ISSUES BEFORE THE PANEL

There is one issue before the panel, Class Sizes and Caseloads for Special Education teachers, which mainly fall within two Articles of the Collective Bargaining Agreement, Articles VI and Article XVI. However, the impasse is for the 2025-26 school year, which is already completed. The entire CBA expired June 30, 2026.

PROCEDURAL BACKGROUND

On June 30, 2026, the Public Employment Relations Board (PERB) confirmed my appointment as the neutral Chair of the Factfinding Panel in the matter involving the existing impasse between the Saddleback Valley Unified School District and the Saddleback Valley Educators Association. The governing statute is the Educational Employment Relations Act (EERA), specifically Article 9, which establishes the procedures applicable to impasse resolution and factfinding.

In consideration of the parties' summer recess during July and most of August, the parties mutually agreed to waive the applicable timeline for conducting the factfinding hearing. Accordingly, the hearing was scheduled and held on September 4, 2026.

In a tripartite factfinding panel, each party-appointed panel member has the responsibility of ensuring that the neutral Chair fully understands and considers the position and interests of the party that member represents. In that respect, the party-appointed members necessarily serve in a partisan capacity, while the Chair remains neutral and responsible for overseeing the factfinding process.

I found both party-appointed panel members to be professional, prepared, and willing to engage constructively with one another. Throughout the proceedings, both members demonstrated a genuine willingness to explore alternatives and work collaboratively toward resolution of the impasse.

Unfortunately, despite those efforts, the panel was unable to reach a resolution of the impasse.

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.

HISTORY OF NEGOTIATIONS

This impasse concerns a carryover article from the 2025–26 school year. The parties reached agreement on all areas of the contract reopener, including all compensation matters through June 30, 2026, and left only this issue unresolved.

The parties met a total of 11 times, beginning in April 2025 and continuing through December, 2025. On December 19, 2025, the Association filed for impasse. On December 23, 2025, PERB determined that the parties were at impasse and assigned a mediator from the State Mediation and Conciliation Service. The mediator met with the parties on February 24, March 11 and March 18, 2026. He did not certify the parties to factfinding until May 22, 2026.

Chair’s note: A simple examination of the timeline points to several critical mistakes made by the parties. This reopener concerns the 2025–2026 school year, and the parties needed to establish a far more aggressive bargaining calendar if they intended to negotiate changes that would affect that school year.

Reviewing the notes prepared for this Hearing, it appears that many of the early bargaining dates consisted primarily of exchanges of proposals, rather than substantive bargaining occurring on the same day. That distinction is important. The issues at stake—particularly reductions in class sizes and Special Education caseloads—are significant cost items for the employer. Reducing class sizes during the 2025-2026 necessarily requires additional staffing, which represents a substantial financial commitment on behalf of the employer after the budget is adopted and even spent.

Given the cost and operational implications of these proposals, the parties should have addressed the issue of impasse much earlier. An earlier declaration of impasse might have provided a meaningful opportunity to incorporate potential staffing changes into the employer’s budgeting and staffing processes for the 2025-2026 school year.

Waiting until December to declare impasse made it extremely difficult, if not impossible, to reach an agreement on staffing ratios that could realistically be implemented for that school year. By that point, significant portions of the budgeting, hiring, and staffing processes would already have been underway. The parties' delay therefore materially limited the practical ability to implement the proposed class-size and Special Education caseload reductions during the 2025-2026 school year.

The Chair's Findings and Recommendations

Again, PERB certified this impasse in December, 2025, concerning a contract provision that would have been in effect for the 2025–2026 school year, which has obviously passed. It is important to note that the parties have since begun negotiations for a complete successor agreement, beginning July 1, 2026.

Any cost items associated with this issue would be paid from the current-year budget. A simple, pragmatic path forward would therefore be for the parties to negotiate the ongoing costs of class size as part of the current budget year, rather than attempting to resolve costs associated with a contract year that has already concluded.

During the Hearing, the Chair attempted to mediate a possible settlement of 2025-2026 impasse. Working with the District team, he asked for and received some possible “supposals” of contract provisions that would be no or minimal cost for the employer’s 2026-2027 budget. The objective was to identify contract language that would settle the current impasse and leave the parties with a solid framework to move forward for the parties to negotiate more substantial cost provisions during the current successor bargaining cycle.

Chair’s note: “Supposals” or “What ifs” are a tool mediators use as prompts to encourage each party to consider movement from its current position. The mediator emphasizes that these prompts should be confidential and must not be considered as an official change of position from the written proposals currently on the bargaining table. In fact, the success of the mediation process depends on the parties’ ability to maintain confidentiality and to rely upon the other party’s equal commitment to doing so. To settle an impasse, both sides must be willing to compromise and seek creative solutions.

Unfortunately, mediation was not successful at the Hearing. The Chair was prepared to give serious consideration to incorporate some of these ideas in formulating recommendations in this report. However, he was surprised and disappointed to learn that the Association had breached the confidentiality of his discussions with them before the issuance of this report. Any recommendations ignoring this breach would not be helpful in setting up of the discussions for successful resolution.

Recommendation 1: The Chair recommends Status Quo on Article VI and Article XVI for the 2025-2026 school year.

Recommendation 2: The Chair recommends these two provisions be negotiated during the 2026-2027 successor bargaining. However, the Chair recommends the parties consider incorporating the following process recommendations in that bargaining on Class Sizes and Caseloads.

- **Use a facilitator to make better use of time spent at the table.**
- **Develop and adopt a joint data set for bargaining**--With the systems already in place in the District, it should be relatively painless to have a district-wide class and caseload

data set based on a certain date (the fall Census date is one that is timely). The Chair has asked for and received such data in the past in other agencies. Operating on firm data and not anecdotal data is important for both parties to avoid arguments about the assumptions used to formulate proposals

- **Have real, active discussions about the proposals and not just trade written proposals. A facilitator would help with this.**
- **Act in a trustworthy manner** – Trust is something the parties shouldn't just assume of each other. The best way to ensure trust is to act in a trustworthy manner. If both parties consistently do so, they may find, if they are purposeful, that trust develops naturally over the course of the process.

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

Respectfully submitted,

Donald S. Raczka, Chair

For the District:

<u> X </u>	Concur
<u> </u>	Concur in part
<u> </u>	Dissent
<u> </u>	Dissent in part
<u> </u>	(Comments Attached)

John Rajcic , District Panel Member

For the Association:

<u> </u>	Concur
<u> </u>	Concur in part
<u> X </u>	Dissent
<u> </u>	Dissent in part
<u> </u>	(Comments Attached)

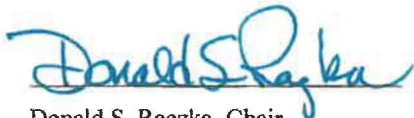
Joshua Yeh, Association Panel Member

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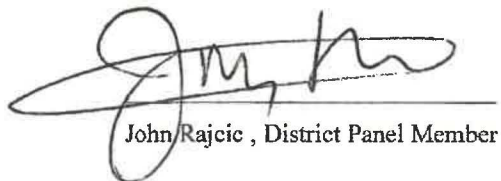
Respectfully submitted,



Donald S. Raczka, Chair

For the District:

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



John Rajcic, District Panel Member

For the Association:

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



Joshua Yeh, Association Panel Member

Dissenting Report of Panel Member Yeh

PERB CASE NO: LA-IM-4215-E

Saddleback Valley Unified School District and Saddleback Valley Educators Association

Yeh, Panel Member for the Association, dissenting:

The Chair's recommendation fails to adequately consider the interests and welfare of the public.

Parents, students, and educators have made the public's interest in the implementation of the Association's proposal clear. Through every conventional avenue to petition SVUSD governance for a redress of grievances; public testimony, petition, letter-writing campaign, and peaceful protest, the public has made a powerful demand of SVUSD for smaller class sizes and reasonable caseloads for special education service providers. The Association has carried that demand into its negotiations with SVUSD, and proper consideration of this statutory criterion would support the implementation of the Association's proposals.

The public welfare advanced by the Association's proposal is supported by academic research that consistently demonstrates that even small reductions in class sizes yield massive, compounding benefits in student learning. Lowering class size and special education caseload improves student outcomes. According to the SVUSD website, the mission of SVUSD is "SV Elevates by empowering *each and every student to achieve academic excellence* and well-being through engaging and rigorous learning experiences that build on all students' strengths". During the hearing, SVEA demonstrated conclusively that Management's insistence on status quo for class size and special education caseload is failing that mission.

The Association demonstrated that by showing how Management's practice of calculating staffing by a District-wide average creates tremendous inequities between school sites with some students at some schools enjoying small class sizes while other students at other schools are suffering in crowded classrooms. SVEA's proposal advances SVUSD's mission to empower each and every student to achieve academic excellence by closing this class size gap and addressing this fundamental unfairness.

The Association further demonstrated that the current practice of staffing for special education does not serve the welfare of the public. Management's current practice of staffing special education is based on a statutory framework for a service delivery model that SVUSD discontinued more than a decade ago. SVEA by proposing special education caseloads appropriate for the current service delivery model, is proposing major improvements in the special education program that will benefit students. This serves the public welfare and advances the mission of SVUSD by ensuring the most vulnerable students in the educational community receive the instruction, support, and attention they need.

Public education exists to serve students, families, and the broader community. For that reason, this panel must consider the welfare of the public and therefore the learning of our students in any recommendation to the parties. That consideration and duty compel me to dissent with the Chair's recommendation.

The Chair's recommendation fails to adequately consider the financial ability of the Saddleback Valley Unified School District.

The Chair's recommendation gives insufficient weight to the District's financial capacity to address these issues. During the hearing, SVEA proved that SVUSD has ample financial resources available to meaningfully address class size and special education caseload. As SVEA demonstrated during the hearing, the total available funds for SVUSD prior to the 2025-26 school year was more than \$500 million. Beyond the available funds at the start of the school year, SVUSD is due to receive an additional \$6.8 million of ongoing unrestricted LCFF revenue and an additional \$9.0 million of ongoing special education funding in the 2026-27 school year. Considering the financial ability of the employer, I must dissent from the Chair's recommendation. The record demonstrates that SVUSD has the resources necessary to reduce class sizes and address excessive special education caseloads, making the question not whether Management can act, but whether it will.

The Chair's recommendation enables Management's behavior appearing designed to delay resolution to the 2025-26 negotiations.

Referring this matter to successor bargaining rewards Management's strategy of protracting the bargaining process through the entire 2025-26 school year. The record reflects the lengthy history of a series of negotiations across multiple bargaining cycles in the Association's attempt to address the issues at hand in this case. From the conclusion of the bargaining cycle for the 2024-25 school year, SVEA and SVUSD agreed to negotiate class size and special education issues for the 2025-26 school year. In this negotiation the Association presented its initial proposal to Management on April 28, 2025.

Management's bargaining conduct demonstrated a lack of meaningful engagement with the Association's proposals and an unwillingness to meaningfully explore compromise on the issues remaining at impasse. Whether motivated by malice or incompetence, Management was able to successfully delay addressing these critical issues throughout the 2025-26 school year and now the start of the 2026-27 school year. The Chair's recommendation that the provisions be negotiated during the 2026-27 successor bargain validates Management's strategy of delay and deferral, and for that reason I dissent.

The Chair's concern about operational implications will forever be available to Management as a pretext to justify inaction on class size and special education case load.

The Chair's recommendation refers to the operational implications of administering a reduction to class size and special education caseload mid-year while the budgeting, hiring, and

staffing process is already underway. This provides Management with a ready justification for further postponing resolution of these issues.

Budgeting and staffing are a continuous process every school year. Through the year, Management monitors enrollment, attendance, special education referrals, vacancies, etc. to determine staffing. Similarly, the budget cycle is a continuous process of budget revisions and interim reports throughout every school year. Because staffing and budget decisions occur continuously throughout the school year, postponing action until a future planning cycle simply guarantees further delay. I dissent to the Chair's recommendation, waiting until it is managerially convenient to address student class size and special education caseload ignores the critical urgency both topics deserve.

Further, this objection is not relevant to SVEA's actual proposal on class size. As SVEA presented during the hearing, the Association proposal on class size specifically has a gradual implementation timeline with changes to each grade span being staggered by fiscal year i.e. the change for grade 4 -6 would be effective starting in the 2027 school year; grades 7 - 12 being effective starting in the 2028 school year. The record demonstrates a willingness to compromise by the Association to address implementation concerns. All parties understand that smaller class sizes and reasonable special education caseloads could not be implemented retroactively for a school year that has already concluded; however, Management had the opportunity to make these improvements on a prospective basis and chose not to do so.

For the above reasons, I believe the Chair's recommendations and Management's actions will only further inflame labor unrest. SVUSD has ample financial resources to lower class size and special education caseloads. I therefore dissent.



Joshua Yeh, SVEA Panel Member

September 16, 2026