**COURT OF APPEAL OF THE STATE OF CALIFORNIA**
**THIRD APPELLATE DISTRICT**

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**ROCKLIN UNIFIED SCHOOL DISTRICT,**

*Petitioner*,

v.

**PUBLIC EMPLOYMENT RELATIONS BOARD,**

*Respondent*,

**ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION**,

*Real Party in Interest*.

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Appeal of Public Employment Relations Board
Decision No. 2939
[Unfair Practice Charge Case No. SA-CE-3136-E]

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# ROCKLIN UNIFIED SCHOOL DISTRICT'S PETITION FOR WRIT OF EXTRAORDINARY RELIEF

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## CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

Pursuant to California Rules of Court, rule 8.208, the undersigned counsel of record for Petitioner Rocklin Unified School District certifies that there are no interested parties, entities, or persons, other than those listed, that must be listed herein.

Dated: February 26, 2025

Respectfully submitted.

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## INTRODUCTION

This Petition for Extraordinary Relief ("Petition") stems from a complaint made by the Rocklin Teachers Professional Association ("RTPA") that the Rocklin Unified School District ("District") committed an unfair labor practice when it revised its administrative regulations without providing RTPA advance notice and opportunity to bargain in violation of the Educational Employment Relations Act ("EERA"). At issue are the District's revisions to Administrative Regulation ("AR") 5020 (Parents Rights and Responsibilities) and AR 5145.3 (Nondiscrimination/Harassment) ("Parental Notification Policy"), which establish a policy requiring parents be notified if their child requests: to be identified as a sex other than their biological sex; to use a name other than their legal name; requests use of pronouns that do not align with their biological sex; or access to sex segregated programs, activities or facilities that do not align with their biological sex. The revised AR requires that teachers, counselors, or site administrators make the notification to parents.

Based on RTPA's Charge, PERB issued a Complaint against the District, alleging that it unlawfully adopted the Parental Notification Policy without affording RTPA an opportunity to negotiate the decision to implement the change in policy or the effects of the change in policy. The Complaint further alleged the District's conduct constituted a failure to bargain in good faith, in violation of Government Code section 3543.5, subdivision (c). Finally, the Complaint asserted that the District's conduct interfered with the rights of teachers and guidance counselors and denied RTPA its right to represent its teachers and guidance counselors, in violation of Government Code sections 3543.5, subdivisions (a) and (b), respectively.

While the RTPA and PERB attempt to frame these issues as garden variety labor disputes subject to PERB's jurisdiction, PERB precedent fails to support this mischaracterization. A determination as to whether the Parental Notification Policy is lawful relies on legal principles wholly beyond PERB's jurisdiction: matters of parent rights, student privacy, and equal access guaranteed by the California Constitution. All such issues are beyond the scope of PERB's jurisdiction, which is limited to matters of employer-employee relations.

Moreover, PERB's Decision incorrectly classifies the Parental Notification Policy as a mandatory subject for bargaining when it has no nexus to wages, hours of employment, or other terms and conditions of employment and, therefore, falls outside of the scope of mandatory bargaining topics under the EERA. To the extent that the Parental Notification Policy is a non-mandatory subject for bargaining, the record shows that the District repeatedly sought to negotiate the Parental Notification Policy's effects and impacts on matters within the scope of representation prior to its implementation, but the RTPA flatly refused to negotiate at all. Rather, the policy at issue is a classic example of subjects squarely within the management prerogative of the District.

In sum, because the facts do not support a *prima facie* case that the District committed any labor violation at all, and because PERB exceeded its authority and jurisdiction in finding that the Parental Notification Policy was unlawful, this Petition should be granted.

## PETITION

### *JURISDICTION AND VENUE*

1. Pursuant to Government Code section 3542 of the EERA (Gov. Code, § 3540 et seq.) and Rule 8.728 of the California Rules of Court, the District respectfully petitions this Court for a writ of extraordinary relief to vacate PERB Decision No. 2939, issued on January 28, 2025. This Petition further requests that the Court direct PERB to dismiss UPC SA-CE-3136-E and the associated complaint in its entirety.

2. Government Code section 3542, subdivision (c), provides that a petition seeking writ of extraordinary relief after a decision by PERB must be filed within 30 days of issuance of the decision, in the court of appeal having jurisdiction over the county where the events giving rise to the decision or order occurred. This is the only means by which the District can seek review of PERB's Decision No. 2939. The alleged unfair practice occurred in Rocklin, California in Placer County. The Court of Appeal, Third Appellate District, has jurisdiction over Placer County and is the proper judicial district in which to initiate this appellate writ action.

3. Decision No. 2939 was issued on January 28, 2025, and, therefore, this Petition is timely.

### *THE PARTIES*

4. Petitioner District is a public employer within the meaning of Government Code section 3555.5, subdivision (a), and a public school employer within the meaning of EERA section 3540.1, subdivision (k).

5. Respondent PERB is the state agency responsible for administering the EERA, which covers employer-employee relations between public school employers, employees, and other employment groups. (Gov. Code, § 3540.1, subd. (a).)

6. Real Party in Interest RTPA is an employee organization within the meaning of Government Code section 3540.1, subdivision (d), and the exclusive representative of an appropriate unit of certificated employees within the meaning of Government Code section 3540.1, subdivision (e).

***STATEMENT OF FACTS***

7. On August 9, 2023, during a regularly scheduled public school board meeting, the District's governing Board of Trustees (the "Board") considered forming a subcommittee to review and revise the existing District Board Policies and Administrative Regulations which address parental notification with the laudable goal of encouraging and fostering communications between students and their families, as well as involvement of families, in particular parents and guardians, in important life decisions of their children.

8. With the goal of strengthening family communications in mind, the subcommittee prepared proposed revisions to AR 5020 and 5145.3 with the assistance of the Superintendent and legal counsel.

9. AR 5020 added a notification policy to a list of pre-existing parental rights and responsibilities to as follows:

> To be notified within three (3) school days when their child requests to be identified as a gender other than the child's biological sex or gender; requests to use a name that differs from their legal name (other than a commonly recognized nickname) or to use pronouns that do not align with the child's biological sex or gender; requests access to sex-segregated school programs and activities, or bathrooms or changing facilities that do not align with the child's biological sex or gender. Notification shall be made by the classroom teacher, counselor, or site administrator. Such notification shall only be delayed up to 48 hours to fulfill mandated reporter requirements when a staff member in conjunction

> with the site administrator determines based on credible evidence that such notification may result in substantial jeopardy to the child's safety.

10. The revisions to AR 5145.3 added language stating that a student's transgender or gender non-conforming status must remain private and confidential with the exception of parental notification, as follows (in italics):

> Right to privacy: A student's transgender or gender-nonconforming status is the student's private information *with the exception of parental notification*, and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender nonconforming status is disclosed shall keep the student's information confidential to all *other persons except the student and their parent(s)*. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

11. On September 1, 2023, the Friday prior to the upcoming September 6, 2023, Board meeting, the District publicly posted the above revisions to AR 5020 and 5145.3 online, consistent with the District's

practice of posting Board meeting agendas with relevant, corresponding documents on their public website prior to Board meetings. The District's Superintendent also notified the RTPA president of this and recommended he review the revised AR 5020 and 5145.3 at this time.

12. On September 4, 2023, counsel for RTPA sent a Cease-and-Desist letter to the Superintendent of the District, demanding that it withdraw the item from its agenda on the basis that the proposed AR revisions purportedly violated the law.

13. On September 5, 2023, counsel for the RTPA sent correspondence directly to the Board, warning the District could not implement any such policy until it had given the RTPA proper notice and an opportunity to bargain over the Parental Notification Policy's negotiable effects.

14. On September 6, 2023, during a regularly scheduled Board meeting, the Board adopted the proposed revisions to AR 5020 and 5145.3.

15. On September 8, 2023, RTPA filed an Unfair Practice Charge (the "Charge") with PERB, alleging the District violated Government Code section 3543.4, subdivisions (a), (b), and (c), when its Board adopted the Parental Notification Policy. The Charge focused on the District's alleged failure to bargain the effects of the Policy on mandatory subjects of bargaining.

16. On September 8, 2023, the District's Associate Superintendent for Human Resources sent RTPA an email offering several dates to bargain the effects and impacts of the revisions to the AR, expressly communicating the District's intent to fully bargain the impacts and effects of the Parental Notification Policy prior to implementation and offering four (4) specific dates for negotiations. RTPA responded that it

would provide its availability in short order. Subsequently, however, RTPA refused to meet with the District to bargain..

17. On September 20, 2023, RTPA sent the Superintendent a substantive response to the District's September 8, 2023, correspondence insisting the District rescind the Parental Notification Policy.

18. On September 29, 2023, when the parties met for a bargaining session, the District placed the Parental Notification Policy on the agenda. Again, RTPA refused to engage in negotiations regarding the same.

19. On October 2, 2023, RTPA contacted the Associate Superintendent of Human Resources and reiterated RTPA's position that it refused to engage in negotiations of any revision they believed to be in violation of student safety and the law.

20. On October 6, 2023, the District responded that consistent with well-established PERB precedent, bargaining impacts must occur before *implementation* of the policy, not before *adoption* of the policy. District further communicated that the Policy had not yet been implemented.

21. In its last communication on October 12, 2023, RTPA made clear its final position: RTPA refused to bargain impacts and effects because it believed the Parental Notification Policy required unit members to engage in conduct in purported violation of California law.

22. On October 18, 2023, during another bargaining session, the District placed the Parental Notification Policy on the agenda, but RTPA remained steadfast in its refusal to bargain.

23. Subsequent to these exchanges, the District informed RTPA that it would not implement the Parental Notification Policy until the

Charge was resolved. To date, the District has not implemented the Parental Notification Policy.

24. Unrelated to the PERB proceeding based upon RTPA's Charge, the California Department of Education ("CDE") received a complaint alleging the District engaged in unlawful discrimination by enacting the Parental Notification Policy, which the CDE investigated.

25. On February 1, 2024, the CDE issued a report concluding that the District's policy constitutes a breach of Education Code section 220.

26. At a District Board Meeting on February 7, 2024, the District decided to seek reconsideration of the CDE's order in the report. On March 27, 2024, the CDE denied the District's request for reconsideration. On April 4, 2024, the CDE filed a Petition for Writ of Mandate in the Superior Court for the County of Placer, entitled *California Department of Education v. Rocklin Unified School District*, No. S-CV-0052605 (Super. Ct. Placer, Apr. 10, 2024), through which the CDE sought to enforce its February 1, 2024, report and conclusions therein. This matter is currently stayed.

27. On July 15, 2024, well after RTPA filed its Charge, Governor Newsom signed Assembly Bill ("AB") 1955, Support Academic Futures and Educators for Today's Youth Act ("SAFETY Act") into law, which became effective on January 1, 2025. The SAFETY Act prohibits school districts from *requiring staff* to disclose information to parents related to a student's sexual orientation or gender identity and protects school staff from retaliation if they refuse to notify parents of a child's gender preference. Notably, the Safety Act does not prohibit notification to parents about a child's sexual orientation or gender identity; rather, it only prohibits requiring staff to make such a disclosure. On July 16, 2024,

Chino Valley Unified School District, Anderson Union High School District, and the Orange County Board of Education, *inter alia*, commenced litigation in the United States District Court for the Eastern District of California, challenging the constitutionality of the SAFETY Act and seeking declaratory relief, captioned as *Chino Unified School Dist. v. Newsom*, United States District Court, Eastern District of California, Case No. 2:24-cv-01941-DJC-JDP. The case is currently at the pleading stage and remains pending.

***PROCEDURAL HISTORY BEFORE PERB***

28. As set forth above, this matter was initiated by RTPA when it filed the Charge on September 8, 2023. In the Charge, RTPA alleged that the District violated Government Code section 3543.5, subdivisions (a), (b), and (c).

29. On October 9, 2023, the District filed its response to the Charge. The District denied engaging in unfair practices and explained the absence of both supporting facts and law regarding all allegations in the Charge.

30. On October 11, 2023, PERB issued a Complaint based on the Charge. The Complaint included alleged violations of Government Code section 3543.5, subdivision (a), (b), and (c). On October 31, 2023, the District filed its Answer to PERB's Complaint, denying that it engaged in any conduct that violated Government Code section 3543.5, subdivision (a), (b), or (c), and asserting various affirmative defenses in response.

31. The hearing on PERB's Complaint occurred on February 13, 2024 before the PERB Administrative Law Judge ("ALJ"). Following the hearing, the parties filed their respective closing briefs in this matter on March 29, 2024. On April 26, 2024, the parties submitted reply briefs.

32. The PERB ALJ served her Proposed Decision in this matter on June 24, 2024. The PERB ALJ found that the Board's September 6, 2023, decision to approve the amendments to AR 5020 and 5145.3 was non-negotiable and forcing RTPA to agree to the effects of a non-negotiable decision was unlawful.

33. Following the PERB ALJ's proposed decision, the District filed a Statement of Exceptions on July 12, 2024. On August 1, 2024, RTPA filed a response to District's Statement of Exceptions.

34. On January 28, 2025, PERB issued Decision No. 2939, finding the District committed an unfair practice when it: (1) amended AR 5020 and AR 5145.3 without first giving RTPA notice and the opportunity to bargain over the policy change; and (2) premised its agreement to bargain effects and implementation of the policy on changes that violate the California Constitution and state law, thereby engaging in a *per se* violation of its duty to bargain effects in good faith. [1]

***GROUNDS FOR REVIEW***

35. Petitioner requests review of and an order vacating PERB Decision No. 2939 for several compelling reasons described below, including but not limited to PERB having reached clearly erroneous findings and conclusions, having committed an abuse of discretion, having reached conclusions inconsistent with or in violation of statute, and/or having reached conclusions inconsistent with prior PERB decisions and judicial caselaw.

36. Pursuant to PERB's own precedent, the Parental Notification Policy constitutes non-mandatory subjects of bargaining under the *Anaheim*

[1] Under the EERA, the PERB order is stayed while the decision is pending judicial review through this Petition for Writ of Extraordinary Relief. (Gov. Code, §3542(d).)

test. (*San Bernardino Cmnty. Coll. Dist.* (2018) PERB Decision No. 2599, p. 8.) The Parental Notification Policy is not logically or reasonably related to hours, wages, or other terms and conditions of employment under the first prong of the *Anaheim* test. It is not a new duty, as PERB contends, because teachers and guidance counselors were already expected to communicate with parents. In fact, the Job Description for classroom teachers states as a "typical duty" that teachers will "communicate with students and parent on the . . . social progress of the student." The same is true for guidance counselors. Consistent with Education Code section 51101, teachers and guidance counselors regularly communicate with parents to relay sensitive or confidential information about their children, including changes in behavior, mental health issues, and academic progress. For these reasons, PERB's decision is clearly erroneous.

37. To the extent federal law and state law conflict, federal law preempts state law, regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions, pursuant to the Supremacy Clause of the federal Constitution. (U.S. Const. art. VI., clause 2.) The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g) provides parents the absolute right to access their child's educational records, including, but not limited to, records regarding a child's request to change their name or pronouns or to access District programs or facilities. (See 34 C.F.R. §§ 99.3-99.4; Ed. Code, § 49069.7.) Thus, because parents already had the right to this information under FERPA, and school personnel already had a concomitant duty to provide it, it is not a new duty or obligation that reasonably relates to the terms and conditions of employment. Therefore, PERB's decision is clearly erroneous.

38. With respect to the second prong of the *Anaheim* test, the Association bears the burden to show that the Policy is "of such concern to both management and employees that conflict is likely to occur and the mediatory influence of collective negotiations is the appropriate means of resolving the conflict." (*Anaheim Union High School District* (1981) PERB Decision No. 177, p. 4.) PERB's Decision ignores the second half of the second prong; namely, that collective bargaining negotiations are an inappropriate vehicle for resolution of this conflict. As the United States District Court for the Eastern District of California recently acknowledged when reviewing a challenge to another school district's AR 5145.3, which prohibited parent notification, the issue as to whether a student's right to privacy in their gender identity may overcome a parent's right to direct the upbringing of their child is a question "better suited for deliberation by the legislature." (*Regino v. Staley* (E.D. Cal, Jul. 11, 2023) Case No. 2:23-cv-00032-JAM-DMC, 2023 WL 2432920, *5.) For this reason, PERB's Decision is clearly erroneous.

39. As to the third prong of the *Anaheim* test, a mandatory subject cannot "significantly abridge" any of the managerial prerogatives that are central to carrying out the District's mission. Permitting the RTPA to negotiate the terms of parents' rights to be informed regarding the health of their children would significantly abridge the District's ability to carry out its managerial prerogative as well as its legal obligations. To rule otherwise would invite serious consequences on a public school district's ability to carry out its duties because communication with parents is central to its operation. PERB's Decision is clearly erroneous in this regard because the test does not call for an exigency considering the lack of a mandatory subject, requiring a school district to bargain over a non-

mandatory subject is not a "low burden," and PERB wrongfully determined that parental communication concerning the health and well-being of their children was not central to achievement of the District's mission. Given the foregoing, PERB's Decision was clearly erroneous.

40. Considering the foregoing analysis of the *Anaheim* test, PERB's finding that the District failed to provide adequate notice of a mandatory subject of bargaining where, as here, the subject of bargaining is non-mandatory, is clearly erroneous.

41. Considering that the subject of bargaining was non-mandatory, PERB erred in failing to consider the District's meaningful efforts to negotiate impacts and effects with RTPA and RTPA's repeated refusal to engage in such good faith negotiations. "[T]he duty to bargain effects arises 'when a firm decision is made.'" (*Cal. Faculty Ass'n v. Trustees of the Univ. of Cal.* (2012) PERB Decision No. 2287-H, p. 10.) On September 6, 2023, the firm decision occurred, i.e., when the Board voted to adopt the revisions to AR 5020 and 5145.3. Thus, the duty to bargain effects was triggered on that date, and the District could not lawfully implement the Policy until it fulfilled its duty to bargain. Consistent with this duty, on September 8, 2023, the District began requesting bargaining with RTPA. Subsequently, the District requested to bargain effects on multiple occasions: on October 6, 2023, on September 29, 2023, and again on October 18, 2023. Each time, RTPA refused to engage. PERB's Decision is clearly erroneous because it was RTPA, and not the District, who refused to bargain.

42. In order to establish a *prima facie* case for a unilateral change claim under Government Code section 3543.5, subdivision (c), the charging party must establish that: (1) the employer breached or altered the

parties' written agreement or established past practice concerning a matter within the scope of representation; (2) the change was implemented before the employer notified the exclusive representative and gave it an opportunity to bargain; and (3) the change has a generalized effect or continuing impact on terms and conditions of employment of bargaining unit members. (See *Pajaro Valley Unified School Dist.* (1978) PERB Dec. No. 51; see also *Grant Joint Union High School Dist.* (1982) PERB Dec. No. 196; *Walnut Valley Unified School Dist.* (1981) PERB Dec. No. 160; *Stockton Unified School Dist.* (1980) PERB Dec. No. 143; *Vernon Fire Fighters v. City of Vernon* (1980) 107 Cal.App.3d 802, 811-19.) Assuming *arguendo* that the first part of the *prima facie* case is met here, which it is not, PERB ignores the second element: whether the change was *implemented* before the employer notified the exclusive representative and gave it an opportunity to bargain. (*Pajaro Valley Unified School Dist.* (1978) PERB Dec. No. 51.) Thus, RTPA failed to satisfy the second element for unilateral change: that the District failed to notice RTPA prior to implementation. Consequently, RTPA failed to meet their burden to state a *prima facie* case for unilateral change because no change had or has been implemented. Accordingly, there was no continuing or generalized effect or impact on the terms and conditions of employment. PERB's Decision concerning generalized effect and continuing impact, then, is clearly erroneous.

43. In its ruling on this issue, PERB spent no less than nine (9) pages of analysis providing that the Parental Notification Policy itself was unlawful—a conclusion PERB had no authority to reach. PERB is without jurisdiction to direct or interpret compliance with statutory obligations outside of the EERA. (*Lake Elsinore Unified School District* (2018) PERB

Dec. No. 2548.) The EERA specifies the mandatory provisions of the Education Code (such as the notification requirements of Education Code section 51101) are outside the purview of PERB's jurisdiction. (Gov. Code, § 3540.) Further, PERB is without authority to rule on constitutional issues. (*State of California (Department of Consumer Affairs)* (2005) PERB Decision No. 1762-S, p. 10 [noting PERB lacks jurisdiction to adjudicate gender discrimination claims].) PERB's Decision is clearly erroneous.

44. Even if PERB were entitled to rule on constitutional issues, which it is not, PERB's findings are clearly erroneous in that they infringe on the substantive due process rights of parents, under the Fourteenth Amendment of the federal Constitution, to raise their children and decide how to handle health care issues. "The liberty interest at issue in this case—the interest of parents in the care, custody, and control of their children—is perhaps the oldest of the fundamental liberty interests recognized by [the Supreme] Court [of the United States]." (*Troxel v. Granville* (2000) 530 U.S. 57, 65; see also *Parham v. J.R.* (1979) 442 U.S. 584, 602; *Pierce v. Soc'y of Sisters* (1925) 268 U.S. 510, 534; *Meyer v. Nebraska* (1923) 262 U.S. 390, 399; *Keates v. Koile* (9th Cir. 2018) 883 F.3d 1228, 1235-36.) Moreover, even assuming *arguendo* a different legal conclusion on this subject, it is beyond the purview of PERB's authority to adjudicate that legal issue, which is reserved for courts of competent jurisdiction.

45. PERB's findings are clearly erroneous considering that when a child's constitutional right to privacy conflicts with a parent's constitutional interest in their child's health, Supreme Court precedent favors "permit[ting] the parents to retain a substantial, if not the dominant,

role" in a health care decision. (*Parham*, 442 U.S. at 604.) In other words, the constitutional rights of parents trump the constitutional rights of their children. In *Mirabelli v. Olson*, the court ruled that "[a] child's gender incongruity is a matter of health. Matters of a child's health are matters over which parents have the highest right and duty of care. Parental rights over matters of health continue to be preeminent even where the government may worry about a general possibility of abuse or parental non-acceptance due to their child's exhibition of gender incongruity." (*Mirabelli v. Olson* (S.D. Cal. Jan. 7, 2025) Case No.: 3:23-cv-0768-BEN (VET), __ F.Supp.3d ___, 2025 WL 42507, *10.) "The fact that a child may balk at hospitalization or complain about a parental refusal to provide cosmetic surgery does not diminish the parent's authority to decide what is best for the child." (*Id.*; see also *Mann v. Cty. of San Diego* (9th Cir. 2018) 907 F.3d 1154, 1156 ["We have long recognized the potential conflict between the state's interest in protecting children from abusive or neglectful conditions and the right of the families it seeks to protect to be free of unconstitutional intrusion into the family unit, which can have its own potentially devastating and long lasting effects."].) Again, even assuming *arguendo* a different legal conclusion on these matters, it is beyond the purview of PERB's authority to adjudicate such legal rights, which is reserved for courts of competent jurisdiction.

46. The District's Parental Notification Policy acknowledges that a parent's right to direct the upbringing of their children is not without limitation. Indeed, the government "is not without constitutional control over parental discretion in dealing with children when their physical or mental health is jeopardized." (*Parham*, 442 U.S. at 603.) Courts have described a health and safety exception as a critical component in this

arena, as it is a long-standing exception to parental due process/involvement rights. (See, e.g., *Pickup v. Brown* (E.D. Cal. 2012) 42 F.Supp.3d 1347, 1368, aff'd (9th Cir. 2013).) In accordance with this exception, the District's Parental Notification Policy requires a 48-hour delay in parental notification when a staff member determines that such notification may result in substantial jeopardy to the child's safety, as well as a corresponding duty to fulfill mandated reporting requirements, such as notifying Child Protective Services, for example. PERB's Decision is clearly erroneous in failing to acknowledge that the Parental Notification Policy accounts for such exigencies.

## ***PRAYER***

For the reasons set forth above, Petitioner respectfully requests the following:

1. The Court grant this Petition for Writ of Extraordinary Relief;

2. The Court order Respondent to file the certified record of the above-described proceedings and to file and serve an index of that record within ten (10) days pursuant to Government Code section 3542, subdivision (c), and Rule 8.498 of the California Rules of Court;

3. The Court issue a peremptory writ and/or extraordinary relief directing PERB to set aside and vacate Decision No. 2939, and enter a new order dismissing RTPA's Charge and PERB's associated Complaint;

4. Require PERB to post a notice on PERB's website that the Court vacated Decision No. 2939;

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5. The Court award costs and attorneys' fees to the District; and

6. Such other relief as the Court deems proper.

Dated: February 26, 2025 Respectfully submitted,

**LOZANO SMITH**

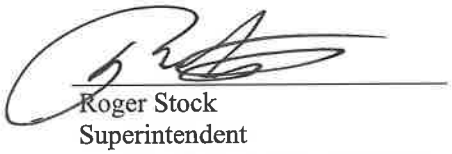
MICHELLE L. CANNON
SLOAN R. SIMMONS
Attorneys for Petitioner
ROCKLIN UNIFIED SCHOOL DISTRICT

**VERIFICATION**

I, Roger Stock, the undersigned say,

I am the Superintendent of Rocklin Unified School District. I have read the above Petition for Writ of Extraordinary Relief, and I am familiar with its contents. I am informed and believe that the matters stated therein are true and correct and on that basis verify that matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this verification is executed on February 26, 2025, in Rocklin, California.



Roger Stock
Superintendent
Rocklin Unified School District

## CERTIFICATE OF WORD COUNT

Pursuant to Rule 8.204(c) of the California Rules of Court, counsel hereby certifies that the word count of the Microsoft® Office Word 2010 word-processing computer program used to prepare this brief (excluding the cover, tables, and this certificate) is 4,791 words.

Dated: February 26, 2025

Respectfully submitted,

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