Michelle L. Cannon
Attorney at Law

E-mail: mcannon@lozanosmith.com

Sinead McDonough
Attorney at Law

E-mail: smcdonough@lozanosmith.com

October 9, 2023

By PERB's E-File Portal

Yaron Partovi, Senior Regional Attorney
Public Employment Relations Board
Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA 91204-1269

Re: **District's Position Statement**
Rocklin Teachers Professional Association v. Rocklin Unified School District
Unfair Practice Charge No. SA-CE-3136-E

Dear Mr. Partovi:

We represent the Rocklin Unified School District ("District") and provide the following position statement on behalf of the District in response to the Rocklin Teachers Professional Association's ("RTPA" or "Charging Party") Unfair Practice Charge ("Charge"). The Charge generally alleges that the District failed to bargain before its Board of Trustees ("Board") voted in favor of revising District Administrative Regulation ("AR") 5020 – Parent Rights and Responsibilities and AR 5145.3 – Nondiscrimination/Harassment (collectively referred to herein as the "Parent Notification Policy"). RTPA further alleges that the Parent Notification Policy would require unit members to violate the law because the State of California has maintained that parent notification policies, like the one adopted by the Board, violate student privacy rights and anti-discrimination laws. Neither allegation of RTPA has merit for the reasons described in detail below.

The District reserves the right to supplement this response with any additional information that may become available or relevant if the District's understanding of the Charge changes.

SUMMARY OF RESPONSE TO CHARGE

Under the Educational Employment Relations Act ("EERA"), once an employer makes a "firm decision" that may foreseeably affect matters within the scope of representation, the employer "must provide notice *sufficiently in advance of [the decision's] implementation* to permit the union a reasonable amount of time to consider demanding to bargain and to negotiate over the

effects." (*Rio Hondo Community College District* (2013) PERB Decision No. 2313, p. 4, emphasis added.) Here, the "firm decision" occurred on September 6, 2023, when the Board voted to revise existing regulations to add a Parent Notification component. On September 8, 2023, immediately after the Board adopted this new policy, the District responded to RTPA's request to bargain the policy's effects and provided a list of dates the District was available for negotiations. Thus, the District effectively provided RTPA "notice" and an opportunity to bargain over the effects of the "firm decision" on September 8, 2023. Crucially, the Parent Notification Policy has not yet been implemented, so the request to bargain on September 8, 2023, thus occurred, at minimum, one month "in advance" of the policy's implementation. Nonetheless, in response to the District's list of proposed dates for negotiations, RTPA refused to bargain over the effects on the basis that "[b]argaining after the fact would put the Association at a disadvantage, would enable the District to benefit from its unlawful unilateral change, and does not comply with the duty to bargain under the [EERA]." Therefore, although RTPA may refuse to bargain the effects of the policy, the fact remains that the District met its duty under the EERA to provide RTPA with notice and the opportunity to bargain its effects "sufficiently" in advance of implementation. To date, the policy has not been implemented.

Finally, with regard to RTPA's contention that the policy would force unit members to violate the law, while the District is aware of the Attorney General's position and related litigation against Chino Valley Unified School District ("Chino Valley"), it notes that California courts have yet to expressly rule whether disclosure of requested accommodations for a student's gender identity specifically to their parent/guardian violates student privacy, anti-discrimination or related laws. To the contrary, there is legal support for parental rights to such notification. Until the competing interests are clarified or until the Attorney General's litigation concludes, the question remains legally untested.

STATEMENT OF FACTS

RTPA's Charge arises from the Board's vote to amend the District's current Parent Rights and Responsibility Policy to include a requirement that parents/guardians are made aware when their student requests accommodations at school based on their changing gender. On August 9, 2023, the Board formed an ad hoc committee to review and revise the District's current policies and regulations that address parent notification requirements "with the goal of increasing communication with families and increasing parent notification." (See "Action Item 7.1" within the Board's detailed agenda for its September 6, 2023 meeting, referencing the formation of the ad hoc committee, attached hereto and referred to herein as "**Exhibit 1**.") About one month later, the committee's proposed changes to District policy regarding parent notification were added to the September 6, 2023, Board Meeting Agenda as "Action Item 7.1." (See **Exhibit 1**, pp. 22-23.**)**

On September 4, 2023, having viewed the publicly posted Board agenda for the September 6, 2023, Board Meeting, Counsel for RTPA transmitted a letter to District Superintendent Roger Stock demanding the District to "withdraw board action item 7.1 from the RUSD School Board Agenda" and to "cease and desist from implementing these amendments." (A true and correct copy of the Letter, dated September 4, 2023, is attached hereto and referred to herein as "**Exhibit 2**.") In support of its demand, RTPA noted that Attorney General Rob Bonta and State Superintendent of Public Instruction Tony Thurmond have advised school districts that Board

policies and administrative regulations like the one at issue here "violate the law." (**Exhibit 2**.) RTPA further warned that a "lawsuit has already been filed," presumably referencing the Attorney General's recent lawsuit against Chino Valley, which adopted a similar policy.[1] (**Exhibit 2**.) However, the Attorney General's lawsuit against Chino Valley does not concern any provisions of the EERA.[2] Additionally, the policy changes in Chino Valley are very different than those adopted by the Board here.

The next day, September 5, 2023, RTPA followed up on its demands, this time directly to the Board. (A true and correct copy of RPTA's Letter, dated September 5, 2023, is attached hereto and referred to herein as "**Exhibit 3**.") There, RTPA provided the Board a detailed summary describing its position that the proposed Parent Notification Policy violated state law. (See **Exhibit 3**.) The Letter also stated that the proposed policy would violate the unit members' rights under the EERA, though it did not cite to a single provision of the EERA nor any case law to that effect. Instead, RTPA's September 5th letter concluded that adoption of the policy would violate members' rights because "the District has not given the Association notice of its intent to implement the new policy and an opportunity to bargain over the policy's negotiable effects." (See **Exhibit 3**.) Finally, the Letter indicated that implementation of the policy would effectively require unit members to violate the law. (See **Exhibit 3**.)

Despite RTPA's letters to the District and the Board, Action Item No. 7 remained on the September 6th Board Agenda. (A true and correct copy of Agenda Action Item No. 7.1, including the policies as proposed, is attached hereto and incorporated herein as "**Exhibit 4**.") At the September 6th Board meeting, the Board voted 4-1 in favor of adopting the Parent Notification Policy. (See **Exhibit 4**.) As noted above, the policy was introduced by way of updates to existing District administrative regulations 5020 and 5145.3, generally regarding parent rights and responsibilities and anti-discrimination/harassment, respectively. (See **Exhibit 4**.) In brief, the draft revisions consist of language to require that students' parents/guardians be swiftly notified in the event their student conveys desired accommodations because they identify with a gender other than that assigned at birth. (See **Exhibit 4**.) The revisions do not specify an effective date nor provide details as to how the District practically intends to go about implementing the policy's new provisions. (See **Exhibit 4**.)

On September 8, 2023, in response to the Board's vote in favor of the Parent Notification Policy, RTPA filed the instant Charge. (See Charge, p. 1.) Later that day, Associate Superintendent Dr. Tony Limoges contacted RTPA, acknowledging receipt of the union's demand to bargain from September 4th as well as the union's filing of the instant Charge. (A true and correct copy of Dr. Limoges's email and the union's subsequent response is attached hereto and referred to herein as "**Exhibit 5**.") In his e-mail to RTPA, Dr. Limoges, on behalf of the District, explicitly informed RTPA of its intent to bargain over the impacts and effects of the recently adopted policy. (See **Exhibit 5**.) To that end, Associate Superintendent Limoges proposed a list of dates and times that the District was available to negotiate. (See **Exhibit 5.)** Dr. Limoges further explained:

[1] *The People of the State of California, ex. rel. Rob Bonta, Attorney General of the State of California v. Chino Valley Unified School District* (Sup. Ct., Aug. 28, 2023) CIV SB 2317301, https://oag.ca.gov/system/files/attachments/press-docs/Stamped%20-%20CVUSD%20Complaint.pdf.
[2] *Id.*

> *Due to the sense of urgency presented in the [September 4, 2023] letter, I provided a date for next week. However, I've also presented dates in two weeks that will give RTPA additional time to have team members available. If those dates are not available for RTPA, please provide alternative dates.*

(**Exhibit 5**.) That following Monday, RTPA Representative Emily Thomas replied, indicating that she would talk with the RTPA team and get back to the District with their availability. (See **Exhibit 5**.) However, that did not occur.

Instead of replying with available dates for negotiations, on September 20, 2023, RTPA sent another letter to the District, insisting that the Board's adoption of the policy was "unlawful" and demanding that the District rescind its adoption. (A true and correct copy of RTPA's letter, dated September 20, 2023, is attached hereto as "**Exhibit 6**.") RTPA further explained that it would continue to refuse to bargain over the effects of the policy until after it was rescinded. (See **Exhibit 6**.) In other words, although the policy had not yet been implemented, RTPA asserted that no good faith bargaining over the effects of the policy could occur until the policy was rescinded. RTPA's letter, as with those that came before it, does not cite any provision of the EERA nor related case law, except for one general statement indicating that bargaining the policy's effects post-adoption of the policy "does not comply with the duty to bargain under the Educational Employment Relations Act (EERA)." (See **Exhibit 6**.)

In response to this response by RTPA which illustrates their illegal attempt to avoid bargaining, the District's legal counsel responded on October 6, 2023 informing that RTPA's contentions misinterpret the plain language of the EERA because, as described below, the duty to negotiate impacts must occur before "implementation" of a policy or decision, not "adoption" of a policy. (A true and correct copy of District counsel's letter, dated October 6, 2023, is attached hereto and incorporated herein as "**Exhibit 7**.") The Letter from District counsel also requested that RTPA respond to the District's prior communication with availability to commence effects bargaining as well as warned RTPA that its refusal to provide dates constitutes an unfair labor practice.

ARGUMENTS

I. The Charge Must be Dismissed Because it Fails to State a Prima Facie Case for the District's Violation of Government Code Section 3543.5, Subdivision (c).

PERB Regulation 32615(a)(5) requires that an unfair practice charge include "a clear and concise statement of the facts and conduct alleged to constitute an unfair practice." (Cal. Code Regs., tit. 8, § 32615.) The charging party has the burden of alleging with specificity the who, what, when, where, and how of an unfair practice. (*Department of Food & Agriculture* (1994) PERB Dec. No. 1071-S; *United Teachers-Los Angeles* (1992) PERB Dec. No. 944.) Mere speculation, conjecture or legal conclusions are insufficient to state a claim. (*Id*.)

In order to establish a prima facie case for violation of Government Code section 3543.5, subdivision (c), the charging party must state facts to show that the District "[r]efuse[d] or fail[ed] to meet and negotiate in good faith with an exclusive representative." (Gov. Code, § 3543.5 subd. (c).) Under the EERA, a public-school employer is required to meet and negotiate with the exclusive representative regarding mandatory subjects of bargaining within the scope of representation. (Gov. Code, § 3543.2 subd. (a).) In order to prove a violation of Government Code section 3543.5 subdivision (c), DTA carries the burden of proving by a preponderance of the evidence all elements set forth in a unilateral change allegation. (*City of Alhambra* (2010) PERB Dec. No. 2139-M, citing *Riverside Sheriff's Ann. v. County of Riverside* (2003) 106 Cal.App.4th 1285, 1291.)

In order to state a prima facie case specifically for a unilateral change claim under Government Code section 3543.5, subdivision (c), the Charge 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. (*Pajaro Valley Unified School District* (1978) PERB Dec. No. 51; *Stockton Unified School District* (1980) PERB Dec. No. 143; Vernon Fire Fighters v. City of Vernon (1980) 107 Cal.App.3d 802; *Walnut Valley Unified School District* (1981) PERB Dec. No. 160; *Grant Joint Union High School District* (1982) PERB Dec. No. 196.) PERB has recognized three categories of unilateral changes: 1) changes to the parties' written agreement; 2) changes in established past practice; and 3) newly created policy or application of existing policy in a new way.

As described below, the Charge fails to state a prima facie case for unilateral change because the Parent Notification Policy does not constitute a mandatory subject of bargaining. Thus, the District is only required to negotiate the impacts of the policy, and the District requested to do exactly that on September 8, 2023 to no avail. Moreover, under the EERA, a unilateral change effectively cannot occur until a policy is actually implemented, and implementation of the policy still has not occurred. The District has trained its administrators on the policy but has not yet implemented it for unit members. Thus, the Charge fails to meet its burden of proving by a preponderance of the evidence that the District implemented an unlawful unilateral change for the simple reason that no change for unit members has been implemented.

A. Under the EERA, the Policy is Not a Mandatory Subject of Bargaining, as CTA has Implicitly Conceded to in its Complaint.

Under the EERA, employers are required to meet and negotiate in good faith "matters relating to wages, hours of employment, and other terms and conditions of employment." (Gov. Code, §§ 3543.2, subd. (a) (1); 3543.5, subd. (c).) "[M]atters not specifically enumerated are reserved to the public-school employer." (Gov. Code, § 3543.2 subd. (a)(4).) To determine whether a particular issue falls under the former or the latter, PERB has established a three-part test. (*Anaheim Union High School District* (1981) PERB Decision No. 177.) Under *Anaheim*, a public school district is required to bargain a decision if:

(1) it is logically and reasonably related to hours, wages or an enumerated term and

> condition of employment, (2) the subject 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, and (3) the employer's obligation to negotiate would not significantly abridge [its] freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of [its] mission.

(*Anaheim*, PERB Decision No. 177, pp. 4-5.) Here, RTPA posits that the policy affects the terms and conditions of unit members because "it will require training on the policy, [unit members] may face discipline for failing to comply with the policy . . . and [unit members] must perform additional work duties under the policy." (Charge, p. 2, ¶ 9.) Even so, RTPA effectively concedes that the policy is not a mandatory subject of bargaining, given that it specifically requested to bargain over the "impacts and effects that are within the scope" and not the decision itself. (See **Exhibit 2**; see also Charge, p. 2, ¶ 7.)

That said, even assuming RTPA *had not* conceded to the policy's nature as a non-mandatory subject of bargaining, the Parent Notification Policy would nonetheless fail the *Anaheim* test given the second requirement which states that "collective negotiations is the appropriate means of resolving the conflict." (*Anaheim* at pp. 4-5.) Indeed, as RTPA noted, the Eastern District of California, recently ruled over a challenge to a policy that *did not* require parent notification, and in that case, the Court ultimately noted that the legal questions raised by the policy were "best suited" for the Legislature to address, not federal courts. (See generally *Regino v. Staley* (E.D. Cal, Jul. 11, 2023) WL 4464845.) Therefore, the negotiating table also cannot reasonably be the appropriate setting to argue the lawfulness of parent notification policies. Consistent with the court's assertion in *Regino* that the Legislature is "best suited" to examine parent notification policies—thus excluding the bargaining table—the policy fails the second prong of the *Anaheim* test. As a result, under *Anaheim* and as RTPA has correctly conceded, the policy constitutes a non-mandatory subject of bargaining.

B. Given that the Parent Notification Policy Constitutes a Non-Mandatory Subject of Bargaining, the District Must Only Negotiate its Impacts on Matters Within the Scope of Representation, Not the Policy Itself.

There are generally two types of bargaining under the EERA: decisions bargaining and effects bargaining. (See *The Accelerated Schools* (2023) PERB Decision No. 2855, pp. 13-14.) The type of bargaining required depends on whether the issue represents a mandatory or non-mandatory subject of bargaining. (See *id.*) "When the issue to be negotiated is a mandatory subject of bargaining, the parties must negotiate to impasse and participate in the statutory impasse proceedings." (*Compton Community College District* (1989) PERB Decision No. 720, p. 12.) Regarding non-mandatory subjects of bargaining on the other hand, the employer must nevertheless provide notice and an opportunity to bargain over the decision's *effects* on matters within the scope of representation. (See e.g., *id* at p. 13.) Therefore, because the policy constitutes a non-mandatory subject of bargaining, it requires the District to negotiate over the policy's foreseeable impacts on matters within the scope of representation.

Here, the evidence demonstrates that the District has satisfied its obligation to provide reasonable notice and an opportunity to bargain over possible effects of the Parent Notification Policy. On September 8, 2023 and in no uncertain terms, the District indicated its intent to bargain effects and provided a list of dates to commence effects bargaining over the newly adopted policy. (See **Exhibit 5**.) In response, RTPA refused to provide any dates and instead insisted that the policy was unlawfully passed and that the District must rescind its Board's decision to adopt it. (See **Exhibit 6**.) However, RTPA's insistence that the policy was unlawful under the EERA does not automatically make it so, and as described in more detail below, their argument must fail.

C. PERB has Consistently Held that the EERA Requires School Employers to Negotiate the Impacts of a Decision Before its "Implementation," Not Before its "Adoption."

Under the EERA, "the duty to bargain extends to the implementation and effects of a decision that has a foreseeable effect on matters within the scope of representation, even where the decision itself is not negotiable." (*County of Santa Clara* (2014) PERB Decision No. 2680-M, pp. 11-12, emphasis added.) "Decision" refers to the point at which an employer makes a "firm decision." (See *Compton Community College District* (1989) PERB Decision No. 720, p. 13; *Oakland Unified School District* (1985) PERB Decision No. 540, pp. 15-16.) Once a firm decision is made, the employer "must provide notice sufficiently in advance of implementation to permit the union a reasonable amount of time to consider demanding to bargain and to negotiate over the effects." (*Rio Hondo Community College District* (2013) PERB Decision No. 2313, p. 4, emphasis added.) Thus, under an effects bargaining analysis, whether an unlawful unilateral change occurs comes down to whether the employer provides for "a reasonable amount of time" to bargain the negotiable effects of a decision *after* the firm decision is made but *before* its implementation.

Here, according to RTPA, the District "violated the EERA by failing to bargain before adopting [the Parent Notification Policy]." (Charge, p. 1.) However, "adoption" of the policy does not amount to "implementation." Again, PERB precedent has consistently held that the employer need not negotiate impacts until *after* a decision is made but *before* the decision's implementation. (See e.g., *Regents of the University of California* (2021) PERB Decision No. 2783-H, p. 28.) Here, the Board voted to make revisions to the Policy on September 6, 2023, and the District has trained its administrators on the policy but the District has not yet implemented the policy for unit members, nor does the Policy itself contain an effective date, much less plans for its implementation. (See **Exhibit 4**.) Therefore, assuming the clock for "reasonable time" started running on September 6, 2023—i.e., the date of the District's "firm decision"—the District has already permitted over a month to negotiate impacts.

In *Lake Elsinore School District*, PERB's analysis regarding the timing for implementation, highlights the fact-specific inquiry required to determine what constitutes a "reasonable" amount of time to negotiate the impacts of non-mandatory subjects of bargaining. There, in March 1984, after the union and school district faced disagreement on the negotiability of a statutorily created teacher mentoring program, the school district's governing board nonetheless adopted a resolution for the district to participate. (*Lake Elsinore School District* (1988) PERB Decision No. 696.) On April 23, 1984, the union filed an unfair practice charge, though there was "no evidence . . . that the program *was ever implemented*." (*Lake Elsinore* p. 7, emphasis added.)

On exceptions filed by both parties, the only issue before PERB was when the obligation to bargain was actually attached. (*Id at* p. 9.) There, PERB held that the district's duty to bargain was not even *triggered* until April 1984 when the district was officially granted funds for the program's implementation. (p. 11.) Here, as in *Lake Elsinore*, though a policy was formally adopted by the Board on September 6th, the date of the Policy's actual implementation with unit members remains unknown. Thus, any assertion that adoption of the policy was "unlawfully passed," is unfounded and out of line with PERB precedent.

To put a finer point on the distinction between "implementation" and "adoption" *Oakland Unified School District* is instructive. (See generally *Oakland Unified School District* (1985) PERB Decision No. 540.) There, a union challenged its school board's decision to pass a resolution to lay off forty classified employees. As in the instant matter, the union in *Oakland Unified* filed an unfair practice charge alleging that the district violated the EERA by failing to negotiate over the impacts of the decision. In that case, the parties had two months after the board's adoption of the resolution and before the decision's intended implementation date to bargain the impacts of the layoffs. PERB ruled that two months constituted more than sufficient time to bargain the impacts of the decision, and thus, the adoption of the resolution itself did not constitute a violation of the EERA:

> [I]nasmuch as the timeframe provided ample opportunity for good faith negotiations to take place prior to implementation of the resolution, we find no per se violation evidenced by passage of the resolution.

(*Oakland Unified School District* (1985) PERB Decision No. 540, pp. 16-17, emphasis added.)

Like the board's adoption of the decision in *Oakland Unified,* the Parties have ample time to negotiate the effects of the Board's adoption of the Parent Notification Policy, because there remain no set deadline to implement the policy for unit members at this time. In fact, over a month has already passed since the policy was adopted, and the District remains willing to negotiate its impacts with RTPA. In other words, the Parties have almost reached the two-month mark that was ruled by PERB in *Oakland Unified* to constitute a sufficient time to bargain impacts of the board's adoption resolution. Thus, given that PERB has held that the obligation to bargain effects may not even *attach* until after a firm decision is made and that PERB has held that two months constitutes sufficient time to bargain impacts prior to implementation, the District's notice and invitation to bargain impacts over one month ago constitutes sufficient time under the EERA. However, it is not reasonable or required for the District to continue to delay implementation when RTPA refuses to bargain effects.

II. To the Extent the Charge Alleges that the District's Adoption of the Policy "Requires Unit Members to Violate State Privacy and Anti-Discrimination Laws," Such Assertions Should be Dismissed as They Are Not Factually Sound.

As RTPA is aware, the issue of whether a minor's accommodations at school based upon their gender identity requires privacy from the minor's parent/guardian remains an unsettled issue in California. Therefore, any assertion that the adoption of the policy would require unit members to "violate the law" are not supported by legal precedent. While it is true that the Attorney General has taken the position that the parent notification policy adopted by Chino Valley

Unified School District is unlawful, no formal ruling has yet been made on the matter. Moreover, even assuming that the Parent Notification Policy contains unlawful provisions, any unlawfulness would be wholly irrelevant from any provision of the EERA. Indeed, the Attorney General's lawsuit against Chino Valley Unified School District does not concern the EERA at all.[3] Instead, the lawsuit focuses on federal and state privacy and anti-discrimination laws as they relate to students, and as noted above, these are questions best suited for the state legislature to resolve, not PERB and not the bargaining table in the instant matter. Additionally, as mentioned above, the Chino Valley policy is very different than the District's adopted Parent Notification Policy. Thus, RTPA's arguments on this issue must be disregarded.

CONCLUSION

For the foregoing reasons, RTPA's Charge should be dismissed without leave to amend. In sum, the Charge is without merit since the District gave RTPA notice and opportunity to bargain effects prior to implementation of the Parent Notification Policy. Instead, it is RTPA that is refusing to bargain effects at this time.

Please contact me if you have any questions or require further information.

Sincerely,

LOZANO SMITH

Michelle L. Cannon
Sinead M. McDonough

MLC/SMM/at

Enclosures: (**Exhibits 1-7**)

cc: Roger Stock, Superintendent

[3] See *The People of the State of California, ex. rel. Rob Bonta, Attorney General of the State of California v. Chino Valley Unified School District* (Sup. Ct., Aug. 28, 2023) CIV SB 2317301, https://oag.ca.gov/system/files/attachments/press-docs/Stamped%20-%20CVUSD%20Complaint.pdf.

VERIFICATION

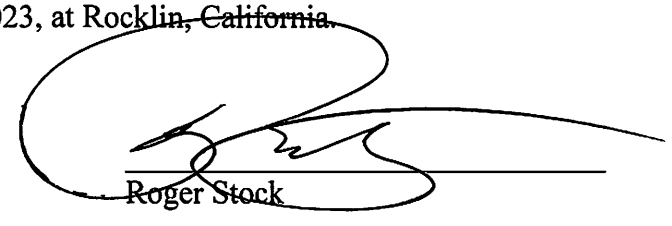
I, Roger Stock, declare:

I am the Superintendent of the Rocklin Unified School District. I have read the foregoing Position Statement to PERB regarding Case No. SA-CE-3136-E and know the contents thereof.

I certify that the same is true and complete to the best of my own knowledge, except as to those matters which are therein stated upon my knowledge or belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of October 2023, at Rocklin, California.



Roger Stock

PROOF OF SERVICE

I, **Angelique Toro**, am employed in the County of Sacramento, State of California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is One Capitol Mall, Suite 640, Sacramento, California, 95814. My email is atoro@lozanosmith.com.

On October 9, 2023, I served the attached:

ROCKLIN UNIFIED SCHOOL DISTRICT'S POSITION STATEMENT; UPC CASE NO. SA-CE-3136-E

on the interested parties in said cause, by causing delivery to be made by the mode of service indicated below:

[**X**] (***By Electronic Mail***) on all parties in said action by transmitting a true and correct to the persons at the email addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Brian Schmidt, Staff Attorney
California Teachers Association
Email: bschmidt@cta.org

[X] **(*By Electronic Filing Service Provider*)** By transmitting a true and correct copy thereof by electronic filing service provider (Public Employment Relations Board Secure e-PERB). I did not receive, within a reasonable time after the transmission, any electronic message or other indication from the Public Employment Relations Board Secure e-PERB that the transmission was unsuccessful.

Public Employment Relations Board
Los Angeles Regional Office
Secure e-File System: e-PERB

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 9, 2023, at Sacramento, California.

Angelique Toro

Angelique Toro