STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

UNITED TEACHERS LOS ANGELES, Charging Party, v. ALLIANCE MARC & EVA STERN MATH & SCIENCE HIGH SCHOOL; ALLIANCE OUCHI-O'DONOVAN 6-12 COMPLEX; ALLIANCE RENEE & MEYER LUSKIN ACADEMY HIGH SCHOOL; ALLIANCE COLLEGE-READY MIDDLE ACADEMY #10 A.K.A. ALLIANCE LEADERSHIP MIDDLE ACADEMY; ALLIANCE JUDY IVIE BURTON TECHNOLOGY ACADEMY HIGH SCHOOL; ALLIANCE COLLINS FAMILY COLLEGE-READY HIGH SCHOOL; ALLIANCE GERTZ-RESSLER/RICHARD MERKIN 6-12 COMPLEX; ALLIANCE LEICHTMAN-LEVINE FAMILY FOUNDATION ENVIRONMENTAL SCIENCE & TECHNOLOGY HIGH SCHOOL; ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 5; ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 8; ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 12, Respondents.[1]	Case Nos. LA-CE-6362-E LA-CE-6363-E LA-CE-6364-E LA-CE-6365-E LA-CE-6366-E LA-CE-6372-E LA-CE-6373-E LA-CE-6374-E LA-CE-6375-E LA-CE-6376-E LA-CE-6377-E PERB Decision No. 2795 November 3, 2021

Appearances: Bush Gottlieb by Ira Gottlieb, Erica Deutsch, and Dexter Rappleye, Attorneys, for United Teachers Los Angeles; Sheppard, Mullin, Richter & Hampton by David A. Schwarz and Alexandra M. Jackson, Attorneys, and Robert A. Escalante, General Counsel, for Alliance Schools.

Before Banks, Chair; Shiners, Krantz, and Paulson, Members.

[1] We will refer to the Respondents collectively as "Alliance Schools."

DECISION

SHINERS, Member: These consolidated cases are before the Public Employment Relations Board (PERB or Board) on exceptions by United Teachers Los Angeles (UTLA) and cross-exceptions by Alliance Schools to the proposed decision of an administrative law judge (ALJ). These cases arise out of UTLA's ongoing efforts to organize and represent Alliance Schools' certificated employees. Around the time UTLA filed petitions with PERB to represent certificated employees at three Alliance Schools, the Alliance College-Ready Public Schools charter management organization (Alliance CMO) and several Alliance School principals and assistant principals sent e-mail messages about UTLA's organizing efforts to certificated employees at Alliance Schools.

The complaints issued by PERB's Office of the General Counsel (OGC) alleged that these e-mail messages violated the Educational Employment Relations Act (EERA) and the Prohibition on Public Employers Deterring or Discouraging Union Membership (PEDD).[2] Following an evidentiary hearing, the ALJ concluded that none of the e-mails violated EERA or PEDD. Based on our review of the proposed decision, the entire record, and relevant legal authority in light of the parties' submissions, we conclude that the e-mails deterred or discouraged support for UTLA in violation of PEDD but did not interfere with employee or union rights in violation of EERA.[3]

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[2] EERA is codified at Government Code section 3540 et seq. PEDD is codified at Government Code section 3550 et seq. All statutory references are to the Government Code unless otherwise indicated.

[3] The complaints also alleged that two of the Alliance Schools, Alliance Marc & Eva Stern Math & Science High School (Stern School) and Alliance Renee & Meyer

FACTUAL BACKGROUND[4]

Charging Party UTLA is an employee organization within the meaning of EERA section 3540.1, subdivision (d), and PEDD section 3552, subdivision (a). UTLA has been conducting an organizing campaign at Alliance Schools since March 2015.

Respondents Alliance Schools are public school employers within the meaning of EERA section 3540.1, subdivision (k), and PEDD section 3552, subdivision (c). Alliance Schools are individual charter schools affiliated with non-party Alliance CMO, a non-profit public benefit corporation. Each Alliance School and Alliance CMO are separately incorporated legal entities with exempt status authorized under section 501(c)(3) of the U.S. Internal Revenue Code.

The Administrative Service Agreement (ASA) between each Alliance School and Alliance CMO states that Alliance CMO will provide the Alliance School with certain "Basic Services" that include, under the title "Human Resources and Employee Relations," the following:

Luskin Academy High School (Luskin School), violated EERA and PEDD by distributing to those schools' certificated employees petitions urging UTLA to cease its organizing efforts. The ALJ concluded that Luskin School committed the alleged violation but dismissed the allegation against Stern School. Neither party excepted to these conclusions. Accordingly, they are not before the Board on appeal but remain binding on the parties. (PERB Regs. 32215, 32300, subd. (c); *County of Orange* (2018) PERB Decision No. 2611-M, p. 2, fn. 2; *City of Torrance* (2009) PERB Decision No. 2004-M, p. 12.) (PERB Regulations are codified at Cal. Code Regs., tit. 8, § 31001 et seq.) We accordingly incorporate into our remedial order the ALJ's proposed order as to Luskin School's petition distribution.

[4] These factual findings reflect circumstances as they existed in August 2019 when the formal hearing took place, and do not include any subsequent changes.

"Employee Relations:

- "Manage employee and grievance processes
- "Provide training, tools, and support for administrators regarding effective resolution of employee issues"

The ASAs between each Alliance School and Alliance CMO also state that Alliance CMO will provide the Alliance School with "School Operations Support" that include, under the "School Operations Supports [*sic*]" the following: "Develop communications related to school operations for all stakeholders (e.g., school staff, parents, student, community members)."

Each Alliance School submits a charter renewal petition to the Los Angeles Unified School District (LAUSD) Board of Education, requesting a five-year renewal term. These applications state that "Alliance [CMO] provides oversight and monitors adherence by [each Alliance School's] Board of Directors to . . . any applicable law," including EERA. The applications also state that the Alliance CMO Director of Human Resources must have advanced education or technical experience in labor relations.

A. E-Mail Messages from Alliance CMO

The parties stipulated that on the dates indicated below, Alliance CMO sent the following e-mail messages to "[a]ll [r]espondent [s]taff" at each Alliance School via a list serve "news@laalliance.org Alliance News", including all certificated employees UTLA seeks to represent.[5]

[5] Bold and underline formatting has been retained from the original messages.

1. The March 22, 2018 E-Mail Message[6]

On March 22, Alliance CMO sent the following e-mail message to all staff at each Alliance School:

"**SPOTLIGHT ON THE FACTS**

"**Your Privacy & Personal Time**

"As you head into the break, we hope you enjoy a well-earned and restful week.

"**UTLA Visits to Your Home or the Homes of Your Relatives**

"In the past, UTLA has hired paid organizers to contact Alliance staff at their homes over break. We have received complaints from many of you regarding these encroachments on you and your family's privacy and personal time. In response, we want to remind you of your rights.

"**Your Rights**

"Teachers and counselors have an equal right to support or not support UTLA. Accordingly, if a UTLA organizer shows up on your doorstep, it is completely your decision whether to speak to them or not. If you do not want a UTLA representative to visit your home, you can ask UTLA to remove your information from their list by writing to Alex Caputo-Pearl, UTLA, 3303 Wilshire Blvd., Los Angeles, CA 90010.

"**Your Signature**

[6] All dates refer to 2018 unless otherwise indicated.

"Read carefully whatever UTLA is asking you to sign. Providing your signature to UTLA may allow them to bypass a secret ballot election.

"**We encourage you to get the facts before you sign anything.**

"**If you would like a [']Do Not Disturb[’] door hanger download here.**"

2. The April 26 E-Mail Message

On April 26, Alliance CMO sent the following e-mail message to all staff at each Alliance School:

"**Why are union organizers pressing so hard for your signature?**

"Providing your signature to an Alliance union organizer means that:

"**You support UTLA as the exclusive union for all Alliance educators.** You are not signing on with a generic 'union.' You are legally signing on with a vehemently anti-charter union.

"**You would pay annual dues. Current UTLA dues are $1,000 per year.** A significant portion of UTLA's dues are used to support anti-charter legislation, lobbying and elected officials.

"**You would bypass a secret ballot election.** There would be no open, transparent discussion among Alliance educators about what is best for Alliance scholars and staff.

"**We encourage you to get all the facts before you sign anything.**

"**Don't be coerced or deceived by a union organizer into providing your signature.**"

3. The April 27 E-Mail Message

On April 27, Alliance CMO sent the following e-mail message to all staff at each Alliance School:

> "**Will your union dues bail out UTLA's budget deficit?**
>
> "If UTLA gets enough signatures, they stand to earn $1,000 per person annually in dues, or over $640,000 from Alliance educators.
>
> [¶] . . . [¶]
>
> "**UTLA'S FUNDING OF ANTI-CHARTER LEGISLATION:** About 50% of UTLA dues are paid to affiliate unions in Sacramento and Washington, DC, including paying for political contributions that support anti-charter laws and candidates.
>
> "**We encourage you to get all the facts before you sign anything.**
>
> "**Don't be coerced or deceived into providing your signature.**"

4. The May 1 E-Mail Message

On May 1, Alliance CMO sent the following e-mail message to all staff at each Alliance School:

> "**WHAT DO YOU GET BY PAYING UTLA $1,000 EVERY YEAR?**
>
> "**UTLA DUES GUARANTEE VERY LITTLE**
>
> "Despite what UTLA might say to you, they cannot guarantee you increased compensation, a different evaluation system or any other specific benefits or working conditions. The results of collective bargaining may be the same, better, or worse than currently exist.

"**PAY UTLA FOR POTENTIALLY LESS THAN YOU HAVE NOW**

"• Alliance teachers and counselors earn more than their peers represented by UTLA in LAUSD schools.

"• The average Alliance class size is smaller than the class size written into UTLA's LAUSD contract.

"• Alliance student to counselor ratio is 150:1 vs. the 'goal' of 500:1 in UTLA's LAUSD contract.

[¶] . . . [¶]

"**We encourage you to get all the facts before you sign anything.**

"**Don't be coerced or deceived into providing your signature.**"

B. E-Mail Messages from the Principals and Assistant Principals at Eight Alliance Schools

The parties stipulated that on the dates indicated below, principals or assistant principals at eight Alliance Schools sent the following e-mail messages to their staff, including all certificated employees UTLA seeks to represent at these Schools.

1. Stern School

At all relevant times, Stern School employed Kirsten Woo as its principal. On May 3, Principal Woo sent the following e-mail message to all staff at Stern School:

"Hi Stern MASS Colleagues:

"One of the many things I love about Stern MASS is the people. I am surrounded by adults who are not afraid of working hard, spending time planning and executing

lessons, or having courageous conversations with students. We positively affect our students through our words, our actions, and our bond of making this school a safe space. But when something happens that shakes our strong foundation, I take notice, pause, and reflect.

“Now that the Alliance Educators United and United Teachers Los Angeles (UTLA) have shared they have filed for union recognition with the California Public Employment Relations Board (PERB) for Alliance College-Ready Middle Academy #5 (CRMA 5), Alliance Gertz-Ressler Richard Merkin 6-12 Complex (Gertz-Ressler and Richard Merkin), and Alliance Judy Ivie Burton Technology Academy High School (Burton Tech), this affects 3 of our 25 Alliance schools. Based on the LA Times article, ‘Teachers Union Gains a Foothold in L.A.’s Largest Charter School Group,’ a UTLA spokesperson wrote a statement that ‘these three schools, with more than 100 educators, are the first to file. Others in the 25-school charter chain are expected to follow.’

“I don’t talk about it openly but those of us returning from last year know that my parents and I were all part of labor unions. I was part of Montebello Teachers Association and paid my $2,000 annual union dues. At one point, I was asked to be a union building representative for my school and went to one of the MTA meetings. I left the meeting feeling disheartened and determined not to be actively part of the union because I was momentarily surrounded by disgruntled people. I did not want to be part of that negative culture.

“My mother was part of UTLA and would picket when asked. But she would feel bad when teachers ‘crossed the line’ and then were yelled at by their colleagues who had to work because they were single mothers who needed to put food on the table for their children. My father was part of United Food and Commercial Workers (UFCW) and was the union steward (what we know as union representative) for his laboratory. He helped represent workers to

management and would sit in private conversations between a supervisor and worker. He represented workers who were sleeping on the job or did not show up for work.

“For at least a decade, UTLA has opposed charter schools through both their policies and in their rhetoric. It is a long, well-documented history of opposition to our schools. It has become especially fierce and divisive the past several years. The California Teachers Association (CTA) and UTLA recently sponsored or supported bills that would dismantle the system of appeals that allows charter schools like ours to appeal to the County and the State if we were denied a renewal by LAUSD.

“These bills would also allow LAUSD to deny a new charter or a charter renewal if the charter school would impose financial hardship on the traditional school district. If this bill, or a similar bill were passed by the state legislature, and any Alliance school were non-renewed by LAUSD, we would be shut down. Stern MASS and other Alliance schools are up for renewal next year. If UTLA and CTA are charter friendly, why would they support legislation that is harmful to charter schools? I am personally concerned that UTLA’s anti-charter rhetoric and action means that they don’t really want charter schools to exist.

“I have heard from some of you that you’re wondering what will happen next with Stern MASS. As of now, we continue with our commitment and focus to be what is best for our Titans and maintain our strong, student-centered culture of respect we have built on campus. I know that when we left last year, I felt we were a divided school where teachers and counselors were afraid to speak to the person across the hall. I don’t want us to be walking on eggshells or be afraid of being made to feel unwelcome or uncomfortable because someone’s viewpoints were different than our own. More importantly, I don’t want us to wake up in the morning and not feel like we want to go to work and make what we do every day a ‘job we have’ instead of the ‘career we have at a place we chose.’

> "We all work too hard to become disjointed. If we become disjointed, I worry that families will start considering other schools as their first choice. With dwindling numbers comes decreased resources and opportunities to our instructional and college ready program. None of us can predict the future, but this is my fear.
>
> "We are all here for our students and ensuring they feel valued, respected, and receive the best educational opportunity we can provide. I hope that you'll put aside your personal feelings about the union whether you're for, against, or neutral while we are here at work. We are a team because once a Titan, always a Titan."

2. Ouchi Complex

At all relevant times, Alliance Ouchi-O'Donovan 6-12 Complex (Ouchi Complex) employed Dea Tramble as its principal. On April 29, Principal Tramble sent the following e-mail message to all staff at Ouchi Complex:

> "Hello Team,
>
> "Our regular weekly Staff Newsletter will be emailed out in the morning. However, I did want to send out the information below. Feel free to reach ou[t] or stop by my office i[f] you have questions. Thanks[.]
>
> "As some of you may know, this Spring is the beginning of the fourth year of UTLA's organizing campaign at Alliance. Given that UTLA has now become a regular presence at Ouchi, and for some of you, at your home, I want to take a few minutes to share my thoughts with you about this issue.
>
> "Let me start with an important statement: The decision to unionize with UTLA or to retain an independent Alliance is your decision to make. I respect everyone's opinion on this issue. I also believe that it is important for me to share with you my own experience with UTLA and my personal concerns on what unionization with UTLA might mean for us at Ouchi.

“As you may know, I began my career in LAUSD. I worked as a teacher, counselor, and administrator there. As a teacher and counselor, I automatically became a paying UTLA member. I had no choice whether or not to have monthly dues taken out of my paycheck, dues that UTLA has now raised to $1,000 per year.

“During the 15 years I was at Carver Middle School, UTLA’s presence was a mystery to me. They did not have any impact on me or my classroom. They did not help me become a better teacher, did not help my students become better behaved or better educated and they certainly did not give me more ‘voice’ or ‘clout’ at my school or in district-level decision making.

“In fact, every year I taught in LAUSD I received a pink slip. Every year there was a ‘Reduction in Force’ and I received a layoff notice informing me that I was at risk of not returning to Carver for the following school year. This made me feel very uneasy and unstable as I was a young single lady needing to support myself. I was a devoted teacher committed to my community and students. Each year when I received the pink slip I questioned myself as an educator and even considered changing my profession. In the end, I left the classroom much more quickly than I initially intended because I felt like my career would be more stable as an administrator.

“I wouldn’t want this to happen to anyone else. UTLA did not support me at that time of my life. I am not anti-union, as I feel that there are some really supportive unions that exist. However UTLA did not support me, and from what I know of others who have worked with UTLA – at district schools and at other charter schools – I am very worried that they will not support you either.

“Though UTLA pledged to be on my side, nothing came of their efforts. My students’ accomplishments and my dedication to the school did not matter. Seniority was a protection that UTLA had championed for and fiercely stood

by. UTLA is a HUGE organization and its constituents are a HUGE group.

“As educators, we know that individualization and differentiation are indispensable to learning and growth. Alliance’s small schools, tight-knit communities, and committed professional development protect this personalization. We can’t predict the future, but my fear is that UTLA will negatively impact our unique school. I worry that they will impose rules like those they have created in their 400-page contract at LAUSD. I am worried that a UTLA contract at Ouchi or across Alliance will diminish the flexibility each of us has here – to the detriment of our students and to our school.

“I am also personally concerned about UTLA’s opposition to charter schools. UTLA has regularly sponsored or supported legislation that would make it more difficult for schools like ours to get authorized or renewed. UTLA has supported elected officials who have voted against charter schools. UTLA has maligned donors who make charitable contributions to the Alliance non-profit organization. These charitable donations enabled us to buy our land here and to build our school. Those charitable donations go to support college scholarships for Ouchi seniors.

“I want to reiterate that the right to unionize with UTLA or not is yours and yours alone. I appreciate and value each of you as part of the special community we have here at Ouchi. Thank you for your time and allowing me to share my experiences and opinions about UTLA. My door is always open to you on this issue, or any other issue, idea, or suggestion you may have to improve our school community and to better serve our students.”

3. Academy #10

At all relevant times, Alliance College-Ready Middle Academy #10 (Academy #10 or Leadership) employed Joy May-Harris as its principal. On May 2, Principal May-Harris sent the following e-mail message to all staff at Academy #10:

> "As some of you may know, this Spring is the beginning of the fourth year of UTLA's organizing campaign. Given that UTLA has now become a regular presence at Leadership, and for some of you, at your home, I want to take a few minutes to share my thoughts with you about this issue.
>
> "Let me start with an important statement: The decision to unionize with UTLA or to retain an independent Alliance is your decision to make. I respect everyone's opinion on this issue. I also believe that it is important for me to share with you my own experience with UTLA and my personal thoughts on what unionization with UTLA might mean for us at Leadership.
>
> "As you may know, I began my career in LAUSD. I worked as a teacher there. As a teacher, I automatically became a paying UTLA member. I had no choice whether or not to have monthly dues taken out of my paycheck, dues that UTLA have raised to $1,000 per year.
>
> "During the 10 years I was at Audubon Middle School, UTLA's presence was a mystery to me. They did not have any impact on me or my classroom. They did not help me become a better teacher, did not help my students become better behaved or better educated and they certainly did not give me more 'voice' or 'clout' at my school or in district-level decision making.
>
> "I am not anti-union, as I feel that there are some really supportive unions that exists [*sic*]. However, UTLA did not support me, and from what I know of others who have worked with UTLA – at district schools and at other charter schools – I am very worried that they will not support you either.

“As educators, we know that individualization and differentiation are indispensable to learning and growth. Alliance’s small schools, tight-knit communities, and committed professional development protect this personalization. We can’t predict the future, but my fear is that UTLA will negatively impact our unique school. I worry that they will impose rules like those they have created in their 430-page contract at LAUSD. I am worried that a UTLA contract at Leadership or across Alliance will diminish the flexibility each of us has here – to the detriment of our students and to our school.

“If there are any issues here at our school or across the Alliance that concern you, you know that you can bring them directly to me or a member of my Administration team, or your ILT representatives, and we will work collaboratively to address them. Additionally, there are many other avenues for teacher and counselor voice[s] to be heard both anonymously and face to face through frequent surveys and focus groups hosted on our campus by our CEO and other Home Office teams. Also, we send a representative from Leadership to the Teacher Advisory Panel and another to the Executive Educator Council to meet regularly with Home Office Chiefs, Vice Presidents, and Directors.

“I don’t want educators from other schools or representatives not from Leadership dictating what they think is best for our students and our school. Nor do I want our team of educators and leaders to have their hands tied by a contract like that which exists for my friends in LAUSD: 430 pages of rules and restrictions. **For your reference, a copy of that contract is attached here.** The contract begins with several pages on the rights of the union itself, not the educators.

“Skim through and you will find that many of the issues you have told me are pain points (i.e., being asked to meet with an Administrator on a prep period, being asked to cover a class during a prep period, having a meeting scheduled

during a pupil free day or prep period, conferencing with parents during a prep period, being asked to participate in a meeting after school, class sizes exceeding 25, etc.) are also issues within LAUSD and are allowed for under this union-negotiated contract.

"I am also personally concerned about UTLA's opposition to charter schools. UTLA has regularly sponsored or supported legislation that would make it more difficult for schools like Leadership to get authorized or renewed. UTLA has supported elected officials who have voted against charter schools. UTLA has maligned donors who make charitable contributions to the Alliance non-profit organization. These charitable donations enabled us to buy our land here and to build our school.

"I want to reiterate that the right to unionize with UTLA or not is yours and yours alone. I appreciate each and every one of you and your contributions to our school community. We have poured our time, energy, and love into this school, keeping students at the center of our work and I hope we can continue to do so, in collaborative and innovative ways, in the years to come.

"Thank you for taking the time to read my opinion. My door is always open to you on this issue, or any other issue, idea, or suggestion you may have to improve our school community and to better serve our students."

4. Burton Academy

At all relevant times, Alliance Judy Ivie Burton Technology Academy High School (Burton Academy) employed Rogelio Sanchez, Jr. as its principal. On April 27, Principal Sanchez sent the following e-mail message to all staff at Burton Academy:

"Dear Burton Tech Family,

"I wanted to take a few minutes of your time because I understand that UTLA may be ramping up its efforts to convince Alliance teachers and counselors, including those

at Burton, to sign on with UTLA. To preface, I want to say that I respect everyone's opinion on this issue. The decision to unionize with UTLA or to retain an independent Alliance is each person's right to make. I want only to share my opinion with you, which you may or may not find helpful in making your own informed decision.

"I want to begin by acknowledging our school's success and what we have in place today that I believe helps our students to thrive here at Burton, in college and beyond. We have a unique instructional program at Burton. We can respond to student performance data immediately to address their current needs. Together, we can plan for proactive measures in the best interest of our particular students. We do not have to wait for what to be told to do and we do not have to adhere to a rigid set of policies and procedures that may impede our efforts for student success.

"I am so proud of the collaborative team of teachers we have at our school. We have an open-door policy and work together to ensure our instructional program can be adapted to serve the needs of every single student. In my opinion, it is this flexibility and autonomy that enable us to outperform the neighboring schools. Our school's autonomy provides our students with more opportunities to persevere through college so that ultimately, they can be stronger agents of change in the community and society at large.

"I cannot predict the future, but I worry that UTLA would make our school more like some of the district schools that operate under the 400-page UTLA contract. I worry that over time, that the success and well-being of our students might be in threatened by UTLA's 'one size fits all' model. It might slow down our progress, or worse, our students' success and opportunities might be in jeopardy. My fear is that the UTLA/LAUSD model is not the best one to serve Burton students. Our students deserve the very best from us, not a simulated version of an educational model that

Burton families have told us is broken and has failed their children year in and year out.

"As always, my door is always open for conversations about this issue, and any others that are on your mind. This is my professional home. I want to see our team here continue to thrive.

"Thanks for your attention. I wish you all a great weekend."

5. Collins School

At all relevant times, Alliance Collins Family College-Ready High School (Collins School) employed Robert Delfino as its principal. On May 9, Principal Delfino sent the following e-mail message to all staff at Collins School:

"Good afternoon Collins Family,

"It's Teacher Appreciation Week and also a hectic time of the school year. Testing takes a major toll on our students and staff, so I know the greatest gift I could provide you this week was the gift of time by not having a PD agenda today. The atmosphere was so positive together this afternoon as our students also recognized the amazing work you all do. I also hope you enjoyed the space to think and socialize with your peers. It pains me to potentially dampen that mood.

"However, the current times at Alliance are too unpredictable and concerning for me to not take a few minutes right now to address the elephant in the room. We all know about the unionization of Alliance Gertz HS & Merkin MS, Burton, and MS#5. Based on UTLA's public statements, they clearly will be ramping up their efforts to unionize more Alliance schools. But I wonder how much you know about how the culture at those schools has been since last week?

"Merkin teachers have raised numerous complaints about UTLA's petition to represent all of them even though UTLA

only obtained majority support at Gertz. Many Merkin teachers were blindsided by the card check and, even after the petition, have been excluded from union discussions concerning future bargaining. I find it very troubling and difficult to make sense of teachers advocating for more voice while excluding the voice of their own peers. I find it hard to believe how the level of collaboration among teachers would continue to be strong on a campus if teachers feel blindsided and excluded from big decisions. These concerns are on top of those I've had regarding complaints on bullying during organizing.

"We teach our students the importance of respecting one another's personal space, opinions, and to be honest with one another. I worry about the impact adults could have on our students if they do not model these behaviors. I want to remind you that the decision whether or not to unionize is your right to make, a decision to be made based on whatever reasons and information you decide. Still, I wonder what you would have to lose by waiting to see if the promises that have been claimed by unionizing efforts will actually play out? I don't know if any of you share this wonder, and you don't need to, these are just my thoughts.

"Lastly, I've also heard that there are some UTLA supporters who are telling others that remarks like the ones I am sharing with you today, or the personal story that Peter shared with you a few weeks ago are being written by Home Office or forced on administrators as part of some vitriolic anti-union campaign. Nothing could be further from the truth. It is insulting to think otherwise. And, incredibly demeaning and divisive to spread this rumor across schools. Given the litigious nature of UTLA, both Peter and I vetted our remarks with legal counsel. But let me be crystal clear: I wrote these words. Peter wrote his.

"I'm incredibly proud of what we've been able to do for our students in a collaborative environment these past years. Based on the complaints of exclusion and pressuring for signatures, I'm concerned about the future. I don't have a

crystal ball, but my concerns are sincere and I care way too much about the work we have done together to remain silent. Thank you for hearing me out on this issue."

6. Gertz-Merkin Complex

At all relevant times, Alliance Gertz-Ressler/Richard Merkin 6-12 Complex (Gertz-Merkin Complex) employed Meghan Van Pelt and Stephanie Tsai as its principals and Roman Guerra as its assistant principal. On April 30, Principal Van Pelt sent the following e-mail message to all staff at Gertz-Merkin Complex:[7]

"Good morning RMMS Team,

"As some of you may know, this Spring is the beginning of the fourth year of UTLA's organizing campaign at Alliance. UTLA has now become a regular presence at Merkin, both before school and after school, and for some of you, at your home or on your personal cell phone. Given the increase in efforts most recently to convince Merkin and other Alliance teachers and counselors to sign on with the UTLA, I wanted to take a few minutes to re-share my thoughts with all of you. I also wanted to provide a space for our APs to share theirs – as I feel that their voices are equally as important.

"Let me be clear as I was a year ago – I respect everyone's opinion on this issue. The decision to unionize with UTLA or to retain an independent Alliance is your decision to make. I want only to share my opinion with all of you, which you may or may not find helpful in making your own decision about UTLA.

"When I spoke with you last year, I shared my experiences as a founding teacher of an Alliance school. I also discussed the incredible progress I have seen over the last

[7] The Gertz-Merkin Complex consists of Alliance Richard Merkin Middle School (Merkin Middle School) and Alliance Gertz-Ressler High School (Gertz High School). Van Pelt was the principal of Merkin Middle School.

11 years that was a direct result of collaboration among teachers, administrators and the home office. For over a decade, we have gone from strength to strength. All of this was accomplished in an independent Alliance not controlled by UTLA.

“I am incredibly proud of all the hard work that we continue to do together, collaboratively, as a team here at Merkin. We have made so much progress this year and I know that we will continue to strive to create change for our Trailblazers. This is what makes Merkin so great – we can respond to our students’ needs, both academic and social-emotional, immediately. Together, we can plan for proactive measures in the best interest of our students. We do not have to wait for what to be told to do and we do not have to adhere to a rigid set of policies and procedures that may impede our efforts for student success.

“If there are issues here at our school or across the Alliance that concern you, let’s do what we have done consistently here at Merkin – identify our unique issues and work collaboratively to solve them in a way that is the best for our school. I certainly don’t want teachers from other schools telling us what they think is best for our students and our school. I want to retain the autonomy and flexibility we have here at Merkin. I do not want to have our team here locked into a 400-page contract full of standardized rules and regulations written by UTLA.

“Most importantly, as we are a Complex, I do not want decisions to be made for us by the teachers at Gertz, who, given their higher enrollment and larger number of staff, would always have the majority in a vote.

“I continue to hear from a number of staff who say that they would leave if Alliance unionized with UTLA. They can’t afford the dues, they dislike the rules imposed by UTLA, and they can’t stand the loss of freedom and flexibility that we currently have. I worry what this would do to our team and our Trailblazers.

> "I am also personally concerned about UTLA's opposition to charter schools. UTLA has regularly sponsored or supported legislation that would make it more difficult for schools like Merkin to get authorized or renewed. This is especially important to me and for our team as we work this year on our charter petition renewal in order to continue to provide a wonderful school and instructional program [to] our students and families.
>
> "I want to reiterate that the right to unionize with UTLA or not is yours and yours alone. I appreciate and value each of you as part of the special community we have here at Merkin. Thank you for your time and for allowing me to be vulnerable by sharing my experiences in the Alliance and opinions about UTLA. My door is always open to you on this issue, or any other issue, idea or suggestion you may have to improve our school community and to better serve our Trailblazers."

On May 1, Principal Tsai sent the following e-mail message to all staff at Gertz-Merkin Complex:[8]

> "Hello Gertz-Ressler Family,
>
> "Given the recent increase in efforts to convince Gertz-Merkin and other Alliance teachers and counselors to sign on with UTLA, I wanted to share my thoughts with all of you on this issue.
>
> "I respect the opinions of each and every one of you on the unionization issue. The decision to unionize with UTLA or to retain an independent Alliance is your right, as an individual professional, to make; however, it has significant consequences for your colleagues, our students, and our school culture so it is a decision that should not be taken

[8] Tsai was the principal of the Gertz High School portion of the Gertz-Merkin Complex.

lightly. I have been largely silent on this issue but it is one that I feel strongly about.

“This Spring, we are entering the fourth year of UTLA’s organizing campaign at Alliance. UTLA representatives have become a frequent presence here at Gertz-Merkin, in our classrooms, halls, outside, our parking lot, and some of you have received visits to your homes or calls on the phone. Some of you have shared privately that you feel harassed by UTLA representatives visiting you during prep times, breaks, and after school.

“Some of you have also shared with me that you do not wish to work for an Alliance unionized by UTLA. I, too, would strongly consider resigning as your Principal, should UTLA become the exclusive bargaining representative for Alliance teachers and counselors.

“Currently, our team is in the months-long process of writing our charter renewal petition, meeting with policymakers, mobilizing parents, and other advocacy efforts in order to inform them about the transformative work we have done here with scholars to ensure our charter is renewed for another five years. It is disheartening to know that concurrently, UTLA and CTA are actively working to support legislation that puts our charter renewal in jeopardy.

“When I graduated from the Masters in Teaching program at USC, my cohort of new teachers left excited to transform Los Angeles as ‘change agents’ in urban, public schools. I was fortunate to be hired as a teacher at Alliance Gertz-Ressler High School while many of my classmates were bounced from school to school within LAUSD or pink-slipped within the first year or two. Despite being dues-paying members of UTLA, their union representatives did nothing to help my friends as the decisions were based on seniority rules in the UTLA contract, not student need.

“As a founding member of two Alliance schools, I know we have always found pride in outperforming LAUSD schools academically and providing safer, more supportive school environments for our scholars and staff. I have shared with you before that our visitors always comment on how well behaved and respectful our students are compared to those in LAUSD schools. Given our open enrollment as a public school, that speaks volumes about our support structure and our scholars’ ability to rise to the challenge when we set our expectations high.

“Additionally, the organizational health work within Alliance, a particular focus for us at Gertz over the past two years, to regularly collect and act on feedback, promote growth and leadership opportunities for educators, and make sure our school is not just a best place to learn but also a best place to work has resulted in continuously increasing Staff Satisfaction and our Best Place to Work ratings.

“Within my own household, my husband and I have grown as educators within the Alliance from Student Teacher and Teacher, to Department Chairs, and Club Advisors, to Instructional Coaches, to Assistant Principals, and me as Principal. Along the way, we have been provided a tremendous amount of mentorship, support, development opportunities, and opportunities for sharing our voice as founding TAP members, TCRP pilot teachers, Department Chairs, and Coaches, in order to shape our schools and our organization. As a family of 5, our dental, health, and vision benefits are all covered through Alliance and we saw teacher salary potential increase by approximately $30,000 over a span of just a few years, which benefited our growing family tremendously.

“If there are any issues here at our school or across the Alliance that concern you, you know that you can bring them directly to me or a member of my Administration team, or your ILT or CULT representatives, and we will work collaboratively to address them. Additionally, there are many other avenues for teacher and counselor voice[s] to

be heard both anonymously and face to face through frequent surveys and focus groups hosted on our campus by our CEO and other Home Office teams. Also, we send two representatives from Gertz to the Teacher Advisory Panel and another to the Executive Educator Council to meet regularly with Home Office Chiefs, Vice Presidents, and Directors.

“This year, our Instructional Leadership Team has become the driving force behind our site Professional Development and we have been able to shift to PD that is driven by weekly teacher feedback surveys as well as what we see in our classrooms and has growth in teacher practice at the center. Our CULTure Leadership Team works together to revise Gertz’[s] policies and use data to drive site-based response to issues on campus. Many of you have told me how proud you are of the collaborative work we have done to shift our school culture. I am looking forward to our continued work to improve further.

“I don’t want educators from other schools or representatives not from Gertz dictating what they think is best for our students and our school. Nor do I want our team of educators and leaders to have their hands tied by a contract like that which exists for my friends in LAUSD: 430 pages of rules and restrictions. For your reference, a copy of that contract is attached here. The contract begins with several pages on the rights of the union itself, not the educators.

“Skim through and you will find that many of the issues you have told me are pain points (i.e., being asked to meet with an Administrator on a prep period, being asked to cover a class during a prep period, having a meeting scheduled during a pupil free day or prep period, conferencing with parents during a prep period, being asked to participate in a meeting after school, having to share classrooms, traveling teachers, class sizes exceeding 25, etc.) are also issues within LAUSD and are allowed for under this union-negotiated contract.

> “Under UTLA, I worry that our ability to adapt to unique issues we are facing on our campus will be jeopardized as we will need to wait for negotiations to go to a collective bargaining table and be put into a contract before we can act.
>
> “Again, the decision to unionize with UTLA or not is your individual right to make.
>
> “I appreciate each and every one of you and your contributions to our school community. We have poured our time, energy, and love into this school, supporting our colleagues, and keeping students at the center of our work and I hope we can continue to do so, in collaborative and innovative ways, in the year to come.
>
> “Thank you for taking the time to read my opinion. My door is open should you wish to discuss this or any other concern or suggestion you have to improve our learning community.”

On May 3, Tsai sent another e-mail message to all staff at the Gertz-Merkin Complex:

> “Dear Gertz-Ressler Family,
>
> “In a handful of separate conversations today, Roman and I were accused of having the emails we sent earlier this week either written by our Home Office staff against our will or that we were somehow forced to write them. Furthermore, we weren’t *asked* whether we wrote or chose to send the emails, but rather were *told* this was already ‘known.’ So, let’s set the record straight. Nobody else wrote our emails, we wrote them. It was time for the two of us to share our thoughts and opinions with you and finally join in, to the extent that we can, on a conversation that has been happening daily on our campus for the entire time we have been your Principal and AP. Given how litigious UTLA has

been, we did have each of our messages reviewed by legal counsel.

"Roman and I are deeply invested in Gertz and have worked hard to build relationships and open lines of communication with each of you so that we can support you and our school community. These kind of personal attacks and spreading of misinformation are one of the major reasons I am concerned about what a UTLA presence will do to our culture and the relationships built thus far. I want us to be a school community that assumes good intentions, brings up issues openly and honestly with each other, discusses difficult issues civilly, and works together towards solutions."

On May 14, Assistant Principal Guerra sent the following e-mail message to all Alliance Marine Innovation & Technology 6-12 Complex (Marine Complex)[9] staff:

"As you know, UTLA has reported majority support among teachers and counselors at Gertz-Ressler and Merkin for UTLA to become their exclusive bargaining representative. A number of you have reached out to me over the past week to ask how I am doing and to learn what the mood is on our campus now.

"Over the past week, the vibe on our campus has been uncomfortable and divisive. Teachers are arguing with each other in the staff lounge, creating awkward situations for other employees. Staff members have questioned why the die-hard loyalty to UTLA, why the aggressiveness in getting people to sign, why the continued push to unionize other Alliance schools even though they already have enough signatures at Gertz-Merkin, and why there is not a clear agenda or consensus on what to ask for in a contract negotiation.

[9] Although the record contains no information about the relationship between the Marine Complex and the Gertz-Merkin Complex, it appears from the e-mail quoted below that the Marine Complex is part of the Gertz-Merkin Complex.

“Teachers have been sent to talk to other teachers with planned talking points to convince them to support union activities. Others have broken down crying because they have felt betrayed and disrespected by their colleagues. “Some have asked if signers are willing to fund the UTLA annual dues for non-signers.

“Some staff have come to our Administrative Team to explain why they signed on to be represented by UTLA and attest that none of it was due to any wrongdoing of the Administrative Team. At the same time, others are coming to share the scare tactics used to get them to sign, including colleagues scaring them with exaggerated stories of what Administration can do to them and thus, why they need protection.

“Some employees have told us they would fight for us if the Alliance tried to fire the Administrative Team. This is strange to hear because we feel incredibly supported by the Home Office and know that our jobs are not on the line because of unionization. Why are our staff members trying to turn us against the Home Office? If anything, the uncomfortable tensions here in our daily interactions are what would drive us away from this school.

“Unfortunately, several strong educators have recently indicated hesitation about returning next year despite having 100% of certificated staff originally say they intended to return a few months ago. At the time of a teacher shortage, it would be detrimental for our scholars and community to lose experienced, heavily involved, Master teachers due to political tension among adults.

“Employees have come with technical questions about how and when they would have the ability to back out of their Agreements should negotiations not be made in their favor or their contract changes mid-year. We know how detrimental it is for our schools to lose teachers and counselors and I worry that some are going to leave us

over the summer or during the school year due to unpredictable changes. Staff turnover is something UTLA and its supporters claim they want to counter yet these questions and concerns indicate certificated staff retention is . . . now in jeopardy at our school.

“Cap and gown orders had to be cancelled because some teachers decided to not participate in this year’s graduation ceremony, which is being held on a Saturday this year. After all, it is not mandatory per their Agreement. What kind of message does that send to our scholars if we have to mandate that teachers show up and call their names across a graduation stage?

“Students have come to ask questions like[:] ‘Why are our teachers mad?’ ‘Did we do something wrong?’ ‘Do they not like their jobs?’ Our high school[ ] already struggles with widespread positive student-staff relationships. I worry that this is reversing the progress we have made.

“Parents have been approached by staff members and asked for their contact information, invited to UTLA meetings that have nothing to do with their own kids. All in the name of protection, seniority, and job security for teachers who earn 2x to 3x our average family’s income. Parents have asked us ‘How will our kids benefit from this?’ to which we are not sure how to answer. In my opinion, scholars have not and would not benefit from UTLA.

“Teachers at other[ ] schools I have worked at say they have been approached by UTLA, saying Administration Teams from schools undergoing card check are giving them all they want, that the union has put fear in us to give in to everything. This is completely untrue, here at Gertz it is and always will be business as usual because I will continue to work tirelessly to ensure my students, teachers, and counselors have what they need, just as I always have. Teachers can still reach out to me at any time and I will respond – not because I am afraid, but because that is who I am and what I do every day. I will continue to voice my

> opinion on anything that I believe puts my students, our students, and their education in jeopardy because their education is what I signed up for when I signed on to work for Alliance. I encourage you to reflect on your WHY. What brought you to Alliance and what has kept you here? Whose lives are you here to impact?
>
> "Of course, teachers and counselors have the right to disagree, develop their own opinions, and make decisions regarding UTLA for whatever reason they choose. I have and will continue to respect that right. At the same time, I care too much about our students to remain completely silent about my opinions and experiences. However, ultimately, I can only share, it is for teachers and counselors to decide."

7. Leichtman-Levine School

At all relevant times, Alliance Leichtman-Levine Family Foundation Environmental Science and Technology High School (Leichtman-Levine School) employed Andrés Versage as its principal. On May 2, Principal Versage sent the following e-mail message on behalf of himself and Assistant Principals Eli Reyna and Stephanie Lee to all staff at the Leichtman-Levine School:[10]

> "Dear ESAT Faculty:
>
> "It is an honor to serve as your Administrators and to work side by side with you all daily to make ESAT the best school that it can be and to support our students' success. With this appreciation as a backdrop, we wanted to take a moment to share with you some of the things we feel are

[10] Due to a clerical error, the First Amended Complaint in this case substituted another message for the one reproduced below, which nonetheless correctly appeared in the original Complaint. At the hearing, the parties stipulated to the message below as the correct one.

special about ESAT and why we appreciate what we have in this school and in each other.

“At the same [time], we recognize that this letter comes at a time when faculty is considering the possibility of joining a teachers union. We recognize the decision to unionize, to unionize with UTLA or to remain independent as your right. We respect differing opinions on this matter, but also feel that it is in the conversation’s best interest for us to share our thoughts on sustaining our success.

“**From Andrés**

“At ESAT we have always placed a premium on our teachers, teacher autonomy, and teacher leadership. We recognize that it is in the best interest of our students to find the best teacher [*sic*] and let them do what they know how to do. To support this, as a school have fought to keep our enrollment numbers low so that we can maintain modest class sizes. This has not been easy, as lower class sizes means lower revenue, but it has been commitment we believe in and so do what we can to balance the budget while still providing the resources that we need to teach our students. The relationships and collaboration that we have as a staff are the basis for the successes that we have had at ESAT and will continue to have in the future.

“-Andrés

“**From Eli**

“A few years ago, when the unionization efforts were first beginning, I attended a couple of meetings with UTLA representatives. Multiple people came to my apartment to discuss the issues. I listened to their arguments, and definitely considered joining the movement.

“I figured that having a union was inherently better than not having one. However, as I examined closer and met some of the people involved, I genuinely came to the conclusion

that I didn't want to be part of UTLA in particular. Here was my thought process:

"For one, UTLA has a negative relationship with charter schools. They support anti-charter school board members and have statements on record calling for the rolling back of charters. As a proud supporter of charter schools, this was hard for me to reconcile. Why did I want to be represented by an organization with these views so contrary to my own? There is no doubt that within the city of Los Angeles, charter schools have had a positive effect on kids.

"Secondly, the UTLA members who came to my apartment to discuss always seemed to be making promises that I knew very well couldn't all be fulfilled. There was something very dogmatic and coded about their arguments. The discussions always felt to me like they were reading talking points.

"They'd talk about reducing class size, and I would retort how my biggest class was 28 (when the contract in LAUSD allows for well into the mid 30s).

"They'd talk about 'fair' salaries, and I'd note how teachers were regularly making 60, 70, even 80,000 dollars per year in their second and third years teaching . . . and we didn't have to follow the rigid 'last in, first out' policies.

"They'd talk about administrators like they were these dark, shadowy figures to be feared . . . who acted out of malice. There was always an air of paranoia. I would tell them that I had a really great relationship with my administrators and was met with a look of disbelief.

"At ESAT, the things that we have done to support our students over these past 9 years are truly wonderful. Part of this is due to the open line of communication between administrators and teachers, and the push for humanity over bureaucracy. I absolutely love the way we regularly work together to swiftly make changes—to modify

curriculum, discuss teaching practices, create after school events, and so many other things to support our students.

“There are a lot of promises that can be made in a situation like this. But the fact of the matter is: In a bargaining situation, everything is on the table. If we adopted LAUSD’s pay scale tomorrow, almost every single teacher at our school would receive a significant pay cut. There is no guarantee class sizes would be smaller. Communication between administrators and teachers could become much more adversarial, which I would hate to see.

“As a former teacher, I genuinely understand the appeal of the concept of unionization. In the end, the choice is completely up to you, and I will respect whatever choice you make. However, I think that the unintended consequences far outweigh UTLA’s promises that have no guarantees of being fulfilled.

“-Eli Reyna

“**From Steph**

“The work that we do is difficult. The stakes are exceedingly high. What we do deeply and profoundly impacts our students and the community that we love and serve. When I first considered coming to ESAT, I recall being impressed with the family culture and the autonomy that was given the teachers. I was told that there were leadership opportunities made available. I made the 3 hour daily commute and still do because I believe in the work that we do together. When I first started teaching, administrators advocated for us and changes were made based on our feedback. I was never forced to use curriculum that my department was against. Even as a first year ESAT teacher, my voice was valued and I was heard.

“My letter to you was not mandated by the Alliance Home Office; this is truly coming from a colleague that would like to open the doors of communication. Please let me preface

by saying I am not anti-union. I am simply anti-UTLA. For those that were here at ESAT when I was still teaching, I recall our teacher lounge conversations regarding what this would possibly mean for ESAT. We discussed how UTLA was an anti-charter organization and we questioned UTLA's motive. I do not want ESAT to be another LAUSD school. I do not want us to be a first-in and first-out [*sic*] district.

"I can't speak for other Alliance schools, but I can speak for ours. We have always had open communication and we always push to do better for our students. I urge you to consider what it would possibly mean to ESAT if Alliance unionized. I fear that UTLA will set up an 'us-versus-them' environment and it will ultimately harm staff morale and school culture. UTLA may mention that they promote the collective voice; but what about the individual voice?

"I truly value you. I value what we have built and what we continue to build here at ESAT. I want us to be a place where we can serve our students best. I appreciate your time and allowing me the opportunity to share my opinions on this important matter regarding ESAT.

"-Stephanie Lee

"As your Admin team, we are proud to support you and to work with you every day to improve our students' future. We look forward to continuing to develop open relationships, to support your growth, to offer curricular flexibility, and providing what our students need to succeed. If you have any questions, issues or concerns that you would like to discuss further, please reach out at any time. Thank you for being partners with us in this important work that we do.

"Andrés, Eli and Stephanie"

8. Academy No. 5

At all relevant times, Alliance College-Ready Middle Academy No. 5 (Academy No. 5) employed Jose Kubes as its principal. On April 29, Principal Kubes sent the following e-mail message to all staff at Academy No. 5:

> "Greetings Condor Family,
>
> "I'd like to begin this correspondence by acknowledging that the last few weeks have been stressful for many of us. This is a hard time of year – with testing and grading and other near-end-of year activities. I know that our budget and staffing situation for next year has also been difficult. It's been difficult for me too.
>
> "I also know that it is important for you to always know where I stand and what is on my mind.
>
> "Because I understand that UTLA may be ramping up its efforts to convince Alliance teachers, including those at CRMA5, to sign on with their union, I find it important to let you know where I stand on this matter:
>
> "First of all, I respect everyone's opinion on this issue. The decision to unionize or to retain an independent Alliance is each person's right to make. Exercising this right is not a concern for me. However, the idea of unionizing with UTLA brings me much worry.
>
> "I started my career in education in 1998, as a teacher at Manual Arts High School in South Los Angeles. I was a member of UTLA and found myself frustrated by decisions UTLA made to appease adults over protecting students. I came into this work with a single focus: to fight for kids. As a UTLA member I often found myself without a voice, and when I attempted to stop paying dues I was told by the union rep that if I did so it would be the end of my career. Out of fear, I kept paying. UTLA dues are now $1,000 per year.

“As a first year teacher, I was given the worst caseload filled with 9th grade ELA and ESL classes because veteran teachers did not want to teach those courses or those children. As a consequence of the UTLA position that allowed veteran teachers to pick the courses they wanted to teach, I had to take what one colleague called ‘the leftovers.’ ‘Look Jose,’ he said, ‘just put in your time and in a few years down the road you will have the power to pick your classes first.’ I found this appalling, and when I reached out to my administration they said that their hands were tied because all they could do was follow the rules of the UTLA contract.

“When I moved into an Assistant Principal role in 2010, I saw it as an opportunity to better serve both students and teachers. At the school there were many teachers who were eager to develop their instructional practice, and I saw it as my duty to support their growth.

“One specific teacher (Let’s call him Mr. D) was in much need of support. Mr. D had a night job, and never planned his lessons in advance. He would buy his students pizza once a week and give them all Cs if they just ‘stayed quiet and did not say anything.’ Mr. D played lots of movies and told students that he would give them passing grades for quietly watching. After extensive coaching and support, I finally put him on our school’s version of a PIP. Immediately, his UTLA rep accused me of being a racist. The final straw came near the end of the year when Mr. D requested a transfer to another school. The UTLA rep asked me to change Mr. D’s evaluation scores so he could transfer and ‘then Mr. D will be out of your life.’

“This brings me to my worry. During the coming weeks we will begin the collaborative work of transforming CRMA5: We will review and decide upon next year’s master schedule together, we will discuss how to better leverage advisory time, we will brainstorm in an open and collaborative process how to better serve you next year

during PD. We will embark on a journey into PBIS that only we, the Condor Family, can truly understand.

“If UTLA succeeds in obtaining a majority of signatures on petitions or authorization cards (even if obtained through pressure tactics or deception), it is UTLA, not some other union, that will become the exclusive representative for you and other Alliance teachers and counselors.

“I value the independence and autonomy we have as an individual Alliance school. I worry that a UTLA contract might require CRMA5 to follow a long set of bureaucratic directives that are uniform across all schools. I worry that a small group of UTLA executives would negotiate terms for our teachers regardless of anyone’s individual values and voice.

[¶] . . . [¶]

“Currently UTLA and its parent union CTA, the California Teachers Association, routinely use its members’ dues to support legislation opposing charter schools. Recent bills impose caps on charter schools, restrict charter school flexibility, and make it easier to deny charters the ability to open or be renewed. CTA and UTLA recently have sponsored or supported bills that would dismantle the ability of charter schools like ours to appeal if we were denied a renewal by LAUSD. Our school is up for renewal next year. I don’t want this legislation to put that at risk.

“I know next year will bring many new changes for us, but these changes bring the opportunity to make CRMA5 a teacher driven school. Transformation through collaboration begins with the kinds of steps we have taken this year. I look forward to our work ahead, not because we will be driven by a 400-page union contract that values some teachers over others, but because our work will be driven by every teacher’s voice as an equal partner. This sense of equal voice and collaboration is something I don’t want us to lose here at our school. Based on my personal

> experience with UTLA, I am worried about losing exactly that.
>
> "Thank you for opening yourself to my personal experience and my opinions on this issue. As we continue to build our Condor community, I want you to know that I will always speak my truth, and hope and expect that you will do the same. This is how we do the slow, difficult work of building a learning community together – for ourselves and for the students and community we serve."

On May 2, UTLA filed with PERB three separate petitions to represent certificated employees at Gertz-Merkin Complex, Academy No. 5, and Burton Academy. Each petition was accompanied by proof of support from the majority of certificated employees then employed by that school.

PROCEDURAL HISTORY

On June 4, UTLA filed 11 separate unfair practice charges against various individual Alliance Schools. On November 5, OGC issued complaints in Case Nos. LA-CE-6362-E through LA-CE-6366-E. On November 6, OGC issued complaints in Case Nos. LA-CE-6372-E through LA-CE-6377-E. In pertinent part, the complaints alleged that each Alliance School interfered with employee and union rights in violation of EERA section 3543.5, subdivisions (a) and (b), when its agents e-mailed six different messages to certificated employees at each Alliance School. Eight of the complaints further alleged that the named Alliance School interfered with employee and union rights when its principal and/or assistant principal, acting as the School's agent, e-mailed one or more messages to the School's certificated employees. The complaints alleged that by the same conduct each Alliance School deterred or

discouraged public employees from becoming or remaining members of an employee organization in violation of PEDD section 3550.

On November 30, each Alliance School filed an answer to the complaint against it. As relevant here, all answers admitted that Alliance CMO e-mailed the messages to certificated employees at each Alliance School but denied that in doing so Alliance CMO acted as the School's agent. Eight answers similarly admitted that the principal and/or assistant principal at the named Alliance School e-mailed one or more messages to the certificated employees at the School but denied that in doing so the principals and/or assistant principals acted as the School's agent. The answers further denied that sending the e-mails constituted an unfair practice. Each answer pled as an affirmative defense that the allegations in the complaints were "predicated upon privileged statements under the law, including, but not limited to, the California and Federal Constitutions."

On December 17, all 11 cases were consolidated for formal hearing.

On March 25, 2019, the ALJ granted UTLA's Motion to Amend Complaints and Withdraw Allegations. The ALJ accordingly issued a First Amended Complaint in each of these cases that, in pertinent part, deleted all the allegations regarding two of the six messages that were e-mailed to certificated employees at each Alliance School, and deleted some of the allegations regarding two other messages.

On July 16, 2019, Alliance Schools submitted five questions to the ALJ about the legal standard for assessing a violation of PEDD section 3550. After ordering and receiving briefing from the parties on this issue, the ALJ deferred ruling on it until after the hearing and submission of post-hearing briefs.

Around this same time, a dispute arose over a subpoena duces tecum served by Alliance Schools on UTLA's custodian of records and president. To resolve the dispute, the parties memorialized the following joint stipulations at the August 7, 2019 pre-hearing conference:

> "1. Charging Party United Teachers Los Angeles's (UTLA's) theory of the above-captioned cases (including under both Government Code sections 3543.5 and 3550) does not require assessment of the truth or falsity of statements of fact contained in the Complaints in these cases.
>
> "2. UTLA will not argue in the above-captioned cases that any statement of fact contained in the Complaints in these cases is unlawful because of any omission of material fact.
>
> "3. For the sole and exclusive purpose of any affirmative defense that Respondents Alliance Marc & Ava [*sic*] Stern Math & Science HS et al. (Alliance Schools) may raise in the above-captioned cases only, UTLA will not dispute the veracity of any statement of fact contained in the Complaints in these cases.
>
> "4. The Alliance Schools will not require or pursue compliance with or enforcement of the Subpoenas Duces Tecum signed by Administrative Law Judge Bernhard Rohrbacher on July 16, 2019 and subsequently served on UTLA's Custodian of Records and Alex Caputo-Pearl.
>
> "5. The Parties agree that these Joint Stipulations and all the agreements contained herein are to be used for the sole purpose of these proceedings and shall not be used, distributed, or displayed for any other purpose, in any other context, or in any other form.
>
> "The Parties reserve all rights and arguments not expressly waived herein."

On August 8, 2019, Alliance Schools filed a Motion to Amend Answers seeking to add several affirmative defenses, including that the e-mails were justified "based on operational need, legitimate business purpose, special circumstances, and/or business necessity." The ALJ granted the motion during the formal hearing, which was held on August 14 and 16, 2019. On October 15, 2019, the parties submitted post-hearing briefs.

The ALJ issued the proposed decision on January 24, 2020. The ALJ first dismissed the interference allegations because the e-mail messages did not contain a "threat of reprisal or force or promise of benefit," as necessary to constitute unlawful coercive speech under PERB's decisional law. Turning to the legal standard to state a violation of PEDD section 3550, the ALJ concluded that section 3550 does not create a new type of unfair practice but merely strengthens existing protections against interference and discrimination. Because the e-mails did not interfere with EERA-protected rights, the ALJ concluded that they also did not violate section 3550. Having found that none of the e-mails was unlawful, the ALJ declined to decide whether in sending the e-mails Alliance CMO acted as the agent of Alliance Schools or the principals and assistant principals acted as agents of their respective schools.

UTLA filed timely exceptions to the proposed decision, arguing that the ALJ improperly construed section 3550 as mirroring PERB's existing interference standard and erred by declining to decide whether Alliance CMO and the principals and

assistant principals acted as agents of Alliance Schools. Alliance Schools filed timely cross-exceptions, which argued that section 3550 is unconstitutional.[11]

On March 1, 2021, the Board issued *Regents of the University of California* (2021) PERB Decision No. 2755-H (*Regents I*) and *Regents of the University of California* (2021) PERB Decision No. 2756-H (*Regents II*), which articulated for the first time the legal standard for analyzing section 3550 allegations. The following day, we asked the parties for supplemental briefing on how the newly-announced legal standard "applies to the facts of this case." After mutually-agreed extensions of time, the parties submitted supplemental briefing on July 2, 2021.

DISCUSSION

When resolving exceptions to a proposed decision, the Board applies a de novo standard of review. (*County of Santa Clara* (2019) PERB Decision No. 2629-M, p. 6.) Under this standard, we review the entire record and are free to make different factual findings and reach different legal conclusions than those in the proposed decision. (*City of Milpitas* (2015) PERB Decision No. 2443-M, p. 12.)

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[11] Alliance Schools also purported to "preserve" an argument that Civil Code section 47 privileged some or all of the e-mails at issue. PERB Regulation 32300, subdivision (a)(3) "requires the statement of exceptions to identify the page or part of the decision to which each exception is taken, state the grounds for each exception, and to designate by page or exhibit number the portions of the record, if any, relied on for each exception." (*County of Santa Clara* (2018) PERB Decision No. 2613-M, p. 6.) "Compliance with the regulation is required to afford the responding party and the Board an adequate opportunity to address the issues raised." (*Ibid*.) Alliance Schools failed to explain the grounds for this exception, and thus the requirements of PERB Regulation 32300 have not been met. We accordingly find that Alliance Schools waived any argument based upon Civil Code section 47. (See *id*. at pp. 6-7 [party's failure to advance argument in its exceptions resulted in the Board concluding it had abandoned the argument].)

Before turning to UTLA's exceptions, we briefly address Alliance Schools' argument that section 3550 violates the free speech protections of the federal and California constitutions. Article III, section 3.5 of the California Constitution prohibits an administrative agency from declaring a statute unconstitutional, and from refusing to enforce a statute on constitutional grounds unless an appellate court has ruled the statute is unconstitutional. (Cal. Const., art. III, § 3.5, subds. (a), (b).) PERB thus lacks authority to rule on the constitutional issues raised in Alliance Schools' briefing. (*California Assn. of Professional Scientists v. Schwarzenegger* (2006) 137 Cal.App.4th 371, 381-382; *Santa Clara County Superior Court* (2014) PERB Decision No. 2394-C, p. 22.) We accordingly do not address Alliance Schools' constitutional arguments.[12]

UTLA's exceptions claim the ALJ erred in two ways. First, UTLA argues the ALJ improperly interpreted PEDD section 3550 as mirroring PERB's interference standard. After the proposed decision issued in this case, we held in *Regents I* that section 3550 creates a new type of unfair practice, and we articulated the legal standard for analyzing section 3550 allegations. We thus agree that the ALJ did not apply the

[12] On August 25, 2020, the United States District Court for the Central District of California dismissed a lawsuit challenging the constitutionality of PEDD section 3550. (*Barke v. Banks* (C.D. Cal., Aug. 25, 2020, No. 8-20-CV-00358-JLS-ADS) 2020 WL 7223271.) The court found that plaintiffs, seven individuals who serve on local agency governing boards, lacked standing because as individual elected board members they are not a "public employer" to whom the statute applies. (*Id*. at pp. *4-6.) The court also noted that "under well-established precedent, the public employers themselves are creatures of the state and have 'no privileges or immunities under the federal constitution which [they] may invoke in opposition to the will of its creator.' *Ysursa v. Pocatello Educ. Ass'n*, 555 U.S. 353, 363 (2009)." (*Id*. at p. *6, fn. 11.) As of the date of this decision, plaintiffs' appeal of the dismissal is pending before the United States Court of Appeals for the Ninth Circuit (Case No. 20-56075).

correct legal standard. But before applying the *Regents I* standard to the e-mails, we address UTLA's second claim: that the ALJ erred in declining to decide whether Alliance CMO and the principals and assistant principals acted as Alliance Schools' agents in e-mailing certificated employees. After all, if Alliance Schools cannot be held liable for the e-mails, there is no reason to analyze whether they violated section 3550 or EERA. We thus begin with the agency issue.

I. Agency

UTLA contends that, in sending the above-quoted e-mails to certificated employees, Alliance CMO and the principals and assistant principals of various Alliance Schools acted as the Schools' agents. "Agency is employed to impose liability on the charged party for the unlawful acts of its employees or representatives even when the principal is not at fault and takes no active part in the action." (*City of San Diego* (2015) PERB Decision No. 2464-M, adopting proposed decision at p. 39, affd. *sub nom*. *Boling v. Public Employment Relations Board* (2018) 5 Cal.5th 898.) "Although labor boards adhere to common law principles of agency, they routinely apply these principles with reference to the broad, remedial purposes of the statutes they administer, rather than by strict application of concepts governing an employer's responsibility to third parties for the acts of its employees." (*City of San Diego*, *supra*, PERB Decision No. 2464-M, p. 15; *Trustees of the California State University* (2014) PERB Decision No. 2384-H, p. 40; *International Ass'n of Machinists, Tool and Die Makers Lodge No. 35 v. National Labor Relations Board* (1940) 311 U.S. 72, 88.)[13]

[13] Although federal judicial and administrative precedent is not binding on PERB, it may provide persuasive guidance in construing California's public sector

The party asserting an agency relationship bears the burden of proving it. (*Inglewood Teachers Assn. v. Public Employment Relations Bd.* (1991) 227 Cal.App.3d 767, 780.) Agency may be established by showing: (1) the purported agent had actual authority to act on behalf of the employer; (2) the purported agent had apparent authority to act on behalf of the employer; or (3) the employer ratified the purported agent's conduct. (*City of San Diego*, *supra*, PERB Decision No. 2464-M, adopting proposed decision at pp. 38-39.) For the following reasons, we conclude that Alliance CMO acted as Alliance Schools' agent under all three theories, and that the principals and assistant principals acted as agents of their respective Alliance School under both actual and apparent authority principles.

A. Actual Authority

Actual agency exists "when the agent is really employed by the principal." (Civ. Code, § 2299.) "Actual authority is such as a principal intentionally confers upon the agent, or intentionally, or by want of ordinary care, allows the agent to believe himself to possess." (Civ. Code, § 2316.) An agent's authority includes the degree of discretion necessary for the agent to carry out the purposes of the agency in accordance with the interests of the principal. (*Skopp v. Weaver* (1976) 16 Cal.3d 432, 439; *Workman v. City of San Diego* (1968) 267 Cal.App.2d 36, 38.) Because an actual agent is employed by the principal, the primary inquiry in assessing actual authority is whether the agent was acting within the scope of his or her authority. (*City of San*

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labor relations statutes. (*Capistrano Unified School District* (2015) PERB Decision No. 2440, p. 15, citing *Fire Fighters Union v. City of Vallejo* (1974) 12 Cal.3d 608, 616-617.)

Diego, *supra*, PERB Decision No. 2464-M, p. 15; *Inglewood Unified School District* (1990) PERB Decision No. 792, p. 19 (*Inglewood*); *Vista Verde Farms v. Agricultural Labor Relations Bd.* (1981) 29 Cal.3d 307, 312.)

School principals and assistant principals are actual agents of the school district that employs them. (*Chula Vista Elementary School District* (2004) PERB Decision No. 1647, p. 7 (*Chula Vista*).) While admitting this point, Alliance Schools argue that sending the e-mails was not within the scope of the principals' and assistant principals' authority because they were expressing personal opinions. Yet principals and assistant principals act as employer agents when they communicate with certificated employees they supervise about labor issues affecting their school. (*Id*. at p. 9; *Compton Unified School District* (2003) PERB Decision No. 1518, adopting proposed decision at p. 18 (*Compton*).) In *Chula Vista*, for instance, a principal pressured teachers to be "on his side" in an upcoming election to amend or revoke the school's charter and polled them about how they would vote. The Board found the principal acted with actual authority because "meeting with teachers during the school day at the school site is within a principal's authority." (*Chula Vista*, *supra*, PERB Decision No. 1647, p. 9.)

Like the principal's expression of his views on the upcoming election in *Chula Vista*, Alliance Schools' principals and assistant principals acted within the scope of their actual authority when they communicated with certificated employees at their respective schools about UTLA's organizing campaign. These communications are therefore distinguishable from an elected official's political speech, answer to a constituent question, or other communication where such speech does not manifest

employer authority. (Compare *Boling v. Public Employment Relations Bd.*, *supra*, 5 Cal.5th at p. 919 [city mayor who served as designated bargaining representative acted as city's agent for labor law purposes when using powers and resources of mayor's office to alter terms and conditions of employment] with *San Jose/Evergreen Federation of Teachers* (2020) PERB Decision No. 2744, p. 22, fn. 11 [conduct of elected union board members is attributable to union where they have actual or apparent authority, but they play a different role when engaged in internal union political struggle for control of board, and they do not act as union agents in that context].)

As for Alliance CMO, the ASAs expressly state that Alliance CMO will provide each Alliance School with human resources and employee relations services. Also, the charter renewal petitions submitted by each Alliance School to the LAUSD Board of Education state that "Alliance [CMO] provides oversight and monitors adherence by [each Alliance School's] Board of Directors to . . . any applicable law," including EERA, and further state that the Alliance CMO Director of Human Resources must have advanced education or technical experience in labor relations. Just as in *Alliance College Ready Public Schools* (2020) PERB Decision No. 2716, pp. 25-26 (judicial appeal pending), we find these facts establish that Alliance CMO acted as Alliance Schools' actual agent regarding labor relations and human resources matters. Sending e-mails to Alliance Schools' certificated employees about a labor relations matter—UTLA's organizing campaign—thus was within the scope of Alliance CMO's actual authority under the ASAs.

B. Apparent Authority

Apparent authority is "such as a principal, intentionally or by want of ordinary care, causes or allows a third person to believe the agent to possess." (Civ. Code, § 2317.) "PERB and the courts have held that apparent authority to act on behalf of the employer may be found where the manifestations of the employer create a reasonable basis for employees to believe that the employer has authorized the alleged agent to perform the act in question." (*Santa Ana Unified School District* (2013) PERB Decision No. 2332, pp. 9-10, quoting *West Contra Costa County Healthcare District* (2011) PERB Decision No. 2164-M, p. 7.) The inquiry is best framed as whether under the circumstances a reasonable employee would believe the alleged agent "was reflecting company policy and speaking and acting for management." (*Compton*, *supra*, PERB Decision No. 1518, p. 5, fn. 3, quoting *Great Am. Products* (1993) 312 NLRB 962, 963.) This is an objective inquiry. (*City of San Diego*, *supra*, PERB Decision No. 2464-M, p. 18; *Chula Vista*, *supra*, PERB Decision No. 1647, pp. 8-9.)

Ignoring these authorities, Alliance Schools assert that *Inglewood* sets out the proper test for apparent authority: the party asserting agency must "establish representation by the principal (the District) of the agency, justifiable reliance by the party seeking to impose liability on the principal (the teachers)[,] and a change in position resulting from that reliance." (*Inglewood*, *supra*, PERB Decision No. 792, pp. 19-20, citing *Yanchor v. Kagan* (1971) 22 Cal.App.3d 544, 549.) As Member Craib observed in his dissent in *Inglewood*, this test is used to determine whether a contract entered into by a putative agent is enforceable against the principal, and it does not

provide a useful framework for "holding a principal responsible for the wrongful acts of its agents."[14] (*Inglewood*, *supra*, PERB Decision No. 792*,* pp. 42-43 (dis. opn. of Craib, M.).) We agree with Member Craib's observation, and accordingly overrule *Inglewood* to the extent it requires a party to prove apparent authority by showing justifiable reliance on a principal's representation of agency and a corresponding change in position by the relying party.[15]

Applying the objective test articulated in *Santa Ana Unified School District* and *Compton*, we find that Alliance School principals and assistant principals acted as

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[14] The same is true of the decisions Alliance Schools cite for the proposition that affirmative conduct by the principal is necessary to create an agency relationship.

[15] In *Inglewood Teachers Assn. v. Public Employment Relations Bd.*, *supra*, 227 Cal.App.3d 767, the court found the Board's formulation of the test for apparent authority was not clearly erroneous. (*Id*. at p. 781.) The court did not conclude, however, that this was the only possible formulation of the test. We accordingly are not bound by the court's affirmance of the *Inglewood* test and are free to adopt a different test. (Cf. *Mesa Verde Const. Co. v. Northern California Dist. Council of Laborers* (9th Cir. 1988) 861 F.2d 1124, 1129-1130 [when an appellate court panel affirms the National Labor Relations Board's (NLRB) construction of a statute as reasonable under a deferential standard of review, and does not conduct its own independent construction of the statute, a later panel of the court is free to affirm a different but reasonable interpretation of the statute by the NLRB]; *Chevron, U.S.A., Inc. v. Natural Resources Defense Council, Inc.* (1984) 467 U.S. 837, 863-864 ["An initial agency interpretation is not instantly carved in stone. On the contrary, the agency, to engage in informed rulemaking, must consider varying interpretations and the wisdom of its policy on a continuing basis. Moreover, the fact that the agency has adopted different definitions in different contexts adds force to the argument that the definition itself is flexible"]; but see *Association of Graduate Student Employees v. Public Employment Relations Bd.* (1992) 6 Cal.App.4th 1133, 1142 [PERB lacked authority to change test established by California Supreme Court for determining whether student employees are covered under the Higher Education Employer-Employee Relations Act when the Court derived the test from its independent construction of the statute].)

agents of their respective schools when they sent the e-mails at issue. Principals and assistant principals are the highest-ranking administrators at a school site, and they directly supervise certificated staff at their respective schools. The e-mails were sent via each school's e-mail system by a principal or assistant principal and discussed ongoing labor issues at the school related to UTLA's organizing campaign. Under these circumstances, a reasonable employee would perceive that the e-mails represented the official view of the school. Thus, in using work e-mail addresses to communicate with their subordinates about a labor matter, the principals and assistant principals had both actual and apparent authority to act in an employer capacity.[16]

Alliance CMO similarly acted with the employer's apparent authority. Under the ASAs, Alliance CMO was responsible for labor relations and human resources matters for each Alliance School. Persons whose duties "include employee or labor relations . . . are generally presumed to speak and act on behalf of the employer" with regard to those subjects. (*City of San Diego*, *supra*, PERB Decision No. 2464-M, p. 23; *Trustees of the California State University*, *supra*, PERB Decision No. 2384-H, p. 41.) Alliance CMO's ASAs also authorize Alliance CMO to regularly develop communication related to school operations and share them with Alliance School

[16] Just as actual authority principles apply differently when a supervisor communicates with subordinates versus when an elected official gives a political speech (see *ante* at p. 47), the same is true in our apparent authority analysis. For instance, an employee hearing a campaign speech decrying public employee unions should not reasonably believe that campaign speech is clothed with the employer's authority. In other contexts, elected officials can act with actual or apparent authority under standard agency principles, such as when they use the power and resources of their offices to make changes to employment conditions. (See *Boling v. Public Employment Relations Bd.*, *supra*, 5 Cal.5th at p. 919.)

employees, including those about labor issues. Here, using the Alliance Schools' e-mail system, Alliance CMO sent via the list serve "news@laalliance.org Alliance News" four e-mails to Alliance School employees about UTLA's organizing campaign. Because the e-mails were consistent with Alliance CMO's authority under the ASAs regarding communication about labor matters, a reasonable employee would perceive that Alliance CMO was speaking on behalf of their school. The Alliance CMO accordingly acted with apparent authority in sending the e-mails.

C. Ratification

UTLA also argues that an agency relationship existed between Alliance CMO and Alliance Schools because the respective schools ratified the CMO's conduct of sending the e-mails. To find that a principal ratified the acts of another, thereby establishing agency after the fact, it must be shown that the principal knew or was on constructive notice of the agent's conduct and failed to disavow that conduct. (Civ. Code, § 2310; *Chula Vista*, *supra*, PERB Decision No. 1647, p. 8; *Compton*, *supra*, PERB Decision No. 1518, p. 5.) Alliance CMO's four e-mails were sent to all staff at Alliance Schools. While it is possible that administrators at each school were not part of an "all staff" e-mail group, it is unlikely that Alliance CMO would send communications about UTLA's organizing campaign to certificated employees without school administrators' knowledge. School administrators thus had at least constructive knowledge of the e-mails, and their failure to disavow the e-mails constituted agency by ratification.

For these reasons, both Alliance CMO and the principals and assistant principals acted as agents of Alliance Schools when they sent the e-mails at issue to

Alliance Schools' certificated employees. We thus turn to whether the e-mails violated PEDD and EERA.

II. PEDD

PEDD section 3550 provides that "[a] public employer shall not deter or discourage public employees or applicants to be public employees from becoming or remaining members of an employee organization, or from authorizing representation by an employee organization, or from authorizing dues or fee deductions to an employee organization." "'Deter or discourage' means to tend to influence an employee's free choice regarding whether or not to (1) authorize union representation, (2) become or remain a union member, or (3) commence or continue paying union dues or fees." (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 21.)

To establish a prima facie case of a section 3550 violation, the charging party must show that the challenged conduct or communication is reasonably likely to deter or discourage employee free choice, not that the conduct actually did deter or discourage. (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 24.) Once this showing is made, "the burden then shifts to the employer to plead and prove a business necessity as an affirmative defense." (*Regents II*, *supra*, PERB Decision No. 2756-H, p. 8, citing *Regents I*, *supra*, PERB Decision No. 2755-H, pp. 35-36.) "If the likely influence is 'inherently destructive' of employee free choice, then the employer must show that the deterring or discouraging conduct was caused by circumstances beyond its control and that no alternative course of action was available." (*Regents I*, *supra*, PERB Decision No. 2755-H, pp. 35-36.) "For conduct that is not inherently destructive, the employer may attempt to justify its actions based on operational necessity and

PERB will balance the employer's asserted interests against the likelihood of influencing employee free choice." (*Id*. at p. 36.) "[T]he stronger the likelihood to influence employee free choice, the greater is the employer's burden to show its purpose was important and that it narrowly tailored its conduct or communication to attain that purpose while limiting influence on employee free choice to the extent possible. If the likelihood of influence outweighs the asserted business necessity, we will find a violation." (*Ibid*.)[17]

In *Regents I*, *supra*, PERB Decision No. 2755-H, after examining PEDD's construction and legislative history, we found that section 3550 bars all employer communications and conduct tending to influence certain employee decisions—including the decision whether to unionize—unless the employer narrowly tailors its conduct to a business necessity while minimizing the tendency to influence employee free choice as much as possible. (*Id*. at pp. 29-36.) We noted that section 3550's protection is more robust than the pre-existing protection against employer interference, as it prohibits most employer influence even if the employer refrains from threatening reprisals or force, or from promising a benefit. (*Id*. at pp. 4, 31-33.)

[17] As stated in *Regents I*, *supra*, PERB Decision No. 2755-H, Member Shiners disagrees that the concept of "inherently destructive conduct" should be part of PERB's standard for section 3550 violations and would simply "balance the harm to protected rights against the employer's asserted justification for its conduct" in all section 3550 cases. (*Id*. at p. 36, fn. 27, citing *Contra Costa County Fire Protection District* (2019) PERB Decision No. 2632-M, p. 75 (dis. opn. of Shiners, M.).)

A. Prima Facie Case

1. Content of the Communications

We begin by examining the content of Alliance Schools' e-mails. (*Regents I*, *supra*, PERB Decision No. 2755-H, pp. 41-42.) Taken together, the e-mails' content tends, in several ways, to influence employees' choice whether or not to authorize representation by UTLA.

One way is by sowing fear and distrust of unionization, the collective bargaining process, and UTLA specifically. For example, several of the communications conveyed that UTLA is "vehemently anti-charter" and spends member dues to support political campaigns directed at closing charter schools, including Alliance Schools:

> Alliance CMO e-mail on April 26 to all employees: "You are legally signing on with a vehemently anti-charter union."
>
> Alliance CMO e-mail on April 27 to all employees: "**UTLA'S FUNDING OF ANTI-CHARTER LEGISLATION**: About 50% of UTLA dues are paid to affiliate unions in Sacramento and Washington, DC, including paying for political contributions that support anti-charter laws and candidates."
>
> E-mail from Principal Kubes on April 29 to Academy No. 5 employees: "Currently UTLA and its parent union CTA, the California Teachers Association, routinely use its members' dues to support legislation opposing charter schools. Recent bills impose caps on charter schools, restrict charter school flexibility, and make it easier to deny charters the ability to open or be renewed. CTA and UTLA recently have sponsored or supported bills that would dismantle the ability of charter schools like ours to appeal if we were denied a renewal by LAUSD. Our school is up for renewal next year. I don't want this legislation to put that at risk."

> E-mail from Principal Van Pelt on April 30 to Gertz-Merkin Complex employees: “I am also personally concerned about UTLA’s opposition to charter schools.”
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> E-mail from Principal Tsai on May 1 to Gertz-Merkin Complex employees: “Currently, our team is in the months-long process of writing our charter renewal petition, meeting with policymakers, mobilizing parents, and other advocacy efforts in order to inform them about the transformative work we have done here with scholars to ensure our charter is renewed for another five years. It is disheartening to know that concurrently, UTLA and CTA are actively working to support legislation that puts our charter renewal in jeopardy.”
>
> E-mail from Principal Versage on behalf of himself and Assistant Principals Reyna and Lee on May 2 to Leichtman-Levine School employees: “UTLA has a negative relationship with charter schools. They support anti-charter school board members and have statements on record calling for the rolling back of charters.” [¶] . . . [¶] “We discussed how UTLA was an anti-charter organization and we questioned UTLA’s motive.”
>
> E-mail from Principal Woo on May 3 to Stern employees: “For at least a decade, UTLA has opposed charter schools through both their policies and in their rhetoric. It is a long well-documented history of opposition to our schools. It has become especially fierce and divisive the past several years. The California Teachers Association (CTA) and UTLA recently sponsored or supported bills that would dismantle the system of appeals that allows charter school like ours to appeal to the County and the State if we were denied a renewal by LAUSD. [¶] These bills would also allow LAUSD to deny a new charter or a charter renewal . . . we would be shut down. Stern MASS and other Alliance schools are up for renewal next year.”

The e-mails also repeatedly sent the message that UTLA organizers will violate employees’ privacy and will deceive and coerce employees:

Alliance Schools e-mail on March 22 to all employees: "**Your Privacy & Personal Time** [¶] **UTLA Visits to Your Home or the Homes of Your Relatives** In the past, UTLA has hired paid organizers to contact Alliance Staff at their homes over break. We have received complaints from many of you regarding these encroachments on you and your family's privacy and personal time. In response, we want to remind you of your rights. [¶] . . . [¶] **Your signature** Read carefully whatever UTLA is asking you to sign. Providing your signature to UTLA may allow them to bypass a secret ballot election. **We encourage you to get the facts before you sign anything. If you would like a [']Do Not Disturb['] door hanger download here."**

Alliance Schools e-mail on April 26 to all employees: "**Don't be coerced or deceived by a union organizer into providing your signature**."

Alliance Schools e-mail on April 27 to all employees: "**Don't be coerced or deceived into providing your signature.**"

Alliance Schools e-mail on May 1 to all employees: "**Don't be coerced or deceived into providing your signature.**"

E-mail from Principal Tramble on April 29 to Ouchi Complex employees: "Given that UTLA has now become a regular presence at Ouchi, and for some of you, at your home, I want to take a few minutes to share my thoughts with you about this issue."

E-mail from Principal Van Pelt on April 30 to Gertz-Merkin Complex employees: "As some of you may know, this Spring is the beginning of the fourth year of UTLA's organizing campaign at Alliance. UTLA has now become a regular presence at Merkin, both before school and after school, and for some of you, at your home or on your personal cell phone. Given the increase in efforts most recently to convince Merkin and other Alliance teachers and counselors to sign on with the UTLA, I wanted to take a few minutes to re-share my thoughts with all of you."

> E-mail from Principal Guerra on May 14 to Marine Complex employees: "Over the past week, the vibe on our campus has been uncomfortable and divisive. Teachers are arguing with each other in the staff lounge, creating awkward situations for other employees. Staff members have questioned why the die-hard loyalty to UTLA, why the aggressiveness in getting people to sign, why the continued push to unionize other Alliance schools even though they already have enough signatures at Gertz-Merkin, and why there is not a clear agenda or consensus on what to ask for in a contract negotiation. Teachers have been sent to talk to teachers with planned talking points to convince them to support union activities. Others have broken down crying because they have felt betrayed and disrespected by their colleagues . . . others are coming to share the scare tactics used to get them to sign, including colleagues scaring them with exaggerated stories of what Administration can do to them and thus, why they need protection[s]."[18]

Some e-mails conveyed opinions that UTLA and other unions only serve the interests of lazy employees and "disgruntled" employees with "negative" attitudes:

> E-mail from Principal Kubes on April 29, to Academy No. 5 employees: "One specific teacher (Let's call him Mr. D) was in much need of support. Mr. D had a night job, and never planned his lessons in advance. He would buy his students pizza once a week and give them all Cs if they just 'stayed quiet and did not say anything.' Mr. D played lots of movies and told students that he would give them passing grades for quietly watching. After extensive coaching and support I finally put him on our school's version of a PIP.

[18] Although the parties stipulated that "UTLA will not dispute the veracity of any statement of fact" in the e-mails, some of the statements at issue are primarily opinion rather than primarily factual. (See *County of Riverside* (2018) PERB Decision No. 2591-M, p. 10 [employee's description of her new work location as "remote" and "substandard" was opinion, not fact].) For example, it is more opinion than fact for an e-mail to assert that a school's "vibe" was "uncomfortable."

> Immediately, his UTLA rep accused me of being a racist. The final straw came near the end of the year when Mr. D requested a transfer to another school. The UTLA rep asked me to change Mr. D's evaluation scores so he could transfer and 'then Mr. D will be out of your life.'"
>
> E-mail form Principal Woo on May 3 to Stern employees: "[While a teacher at Montebello], I was asked to be a union building representative for my school and went to one of the [Montebello Teachers Association] meetings. I left the meeting feeling disheartened and determined not to be actively part of the union because I was momentarily surrounded by disgruntled people . . . My father was part of [a union] and was the union steward (what we know as union representative) for his laboratory. He helped represent workers to management and would sit in private conversations between a supervisor and worker. He represented workers who were sleeping on the job or did not show up for work."

A couple of e-mails attacked UTLA for allegedly attempting to block employees from discussing or debating unionization, as well as for allegedly excluding teachers from union discussions:

> Alliance CMO e-mail on April 26 to all employees: "**You would bypass a secret ballot election.** There would be no open, transparent discussion among Alliance educators about what is best for Alliance scholars and staff."
>
> E-mail from Principal Delfino on May 9 to Collins School employees: "Many Merkin teachers were blindsided by the card check and, even after the petition, have been excluded from union discussions concerning future bargaining. I find it very troubling and difficult to make sense of teachers advocating for more voice while excluding the voice of their own peers."

Some e-mails raised fears that UTLA would require employees to accept onerous or undesirable provisions of UTLA's collective bargaining agreement with LAUSD:

> E-mail from Principal Sanchez on April 27 to Burton employees: "I worry that UTLA would make our school more like some of the district schools that operate under the 400-page UTLA contract . . . My fear is that the UTLA/LAUSD model is not the best one to serve Burton students."
>
> E-mail from Principal Tramble on April 29 to Ouchi Complex employees: "I worry that they will impose rules like those they have created in their 400-page contract at LAUSD."
>
> E-mail from Principal Kubes on April 29 to Academy No. 5 employees: "I worry that a UTLA contract might require [Academy No. 5] to follow a long set of bureaucratic directives that are uniform across all schools . . . I look forward to our work ahead, not because we will be driven by a 400-page union contract that values some teachers over others."
>
> E-mail from Principal Van Pelt on April 30 to Gertz-Merkin employees: "I do not want to have our team here locked into a 400-page contract full of standardized rules and regulations written by UTLA."
>
> Alliance CMO e-mail on May 1 to all employees: "Alliance teachers and counselors earn more than their peers represented by UTLA in LAUSD. [¶] The average Alliance class size is smaller than the class size written into UTLA's LAUSD contract. [¶] Alliance student to counselor ratio is 150:1 vs. the 'goal' of 500:1 in UTLA's LAUSD contract."
>
> E-mail from Principal Tsai on May 1 to Gertz-Merkin employees: "I don't want educators from other schools or representatives not from Gertz dictating what they think is best for our students and our school. Nor do I want our

> team of educators and leaders to have their hands tied by a contract like that which exists for my friends at LAUSD: 430 pages of rules and restrictions . . . Skim through and you will find that many of the issues you have told me are pain points (i.e., being asked to meet with an Administrator on a prep period, being asked to cover a class during a prep period, having a meetings scheduled during a pupil free day or prep period, conferencing with parents during a prep period, having to share classrooms, traveling teachers, class sizes exceeding 25, etc.) are also issues within LAUSD and are allowed for under this union-negotiated contract."
>
> E-mail from Principal May-Harris on May 2 to Academy #10 employees: "Nor do I want our team of educators and leaders to have their hands tied by a contract like that which exists for my friends in LAUSD: 430 pages of rules and restrictions. For your reference, a copy of that contract is attached here . . . Skim through and you will find that many of the issues you have told me are pain points (i.e., being asked to meet with an Administrator on a prep period, being asked to cover a class during a prep period, conferencing with parents during a pupil free day or prep period, being asked to participate in a meeting after school, class sizes exceeding 25, etc.) are also issues within LAUSD and are allowed for under this union-negotiated contract."
>
> E-mail from Assistant Principal Reyna on May 2 to Leichtman-Levine employees: "If we adopted LAUSD's pay scale tomorrow, almost every single teacher at our school would receive a significant pay cut. There is no guarantee class sizes would be smaller."

Several e-mails conveyed that unionization causes strife among co-workers, which would cause administrators and other teachers to resign:

> E-mail from Principal Van Pelt on April 30 to Gertz-Merkin employees: "I continue to hear from a number of staff who say that they would leave if Alliance unionized with UTLA.

> They can't afford the dues, they dislike the rules imposed by UTLA, and they can't stand the loss of freedom and flexibility that we currently have."
>
> E-mail from Principal Tsai on May 1 to Gertz-Merkin employees: "Some of you have also shared with me that you do not wish to work for an Alliance unionized by UTLA. I, too, would strongly consider resigning as your Principal, should UTLA become the exclusive bargaining representative for Alliance teachers and counselors."
>
> E-mail from Principal Guerra on May 14 to Marine employees: "Unfortunately, several strong educators have recently indicated hesitation about returning next year despite having 100% of certificated staff originally say they intended to return a few months ago. At the time of a teacher shortage, it would be detrimental for our scholars and community to lose experienced, heavily involved, Master teachers due to political tension among adults . . . We know how detrimental it is for our schools to lose teachers and counselors and I worry that some are going to leave us over the summer or during the school year due to unpredictable changes. Staff turnover is something UTLA and its supporters claim they want to counter yet these questions and concerns indicate certificated staff retention is now in jeopardy at our school."

Some e-mails expressed that unionization would hurt the quality of education, causing parents to withdraw their students from Alliance Schools and imperiling the Schools' future:

> E-mail from Principal Tramble on April 29 to Ouchi Complex employees: "I am worried that a UTLA contract at Ouchi or across Alliance will diminish the flexibility each of us has here – to the detriment of our students and to our school."
>
> E-mail from Principal Sanchez on April 27 to Burton Academy employees: "I cannot predict the future, but I worry that UTLA would make our school more like some of

> the district schools that operate under the 400-page UTLA contract. I worry that over time, that the success and well-being of our students might be in threatened by UTLA's 'one size fits all' model. It might slow down our progress, or worse, our students' success and opportunities might be in jeopardy. My fear is that the UTLA/LAUSD model is not the best one to serve Burton students. Our students deserve the very best from us, not a simulated version of an educational model that Burton families have told us is broken and has failed their children year in and year out."
>
> E-mail form Principal May-Harris on May 2 to Academy #10 employees: "I am worried that a UTLA contract at [Academy #10] or across Alliance will diminish the flexibility each of us has here – to the detriment of our students and to our school."
> E-mail from Principal Woo on May 3 to Stern employees: "We all work too hard to become disjointed. If we become disjointed, I worry that families will start considering other schools as their first choice. With dwindling numbers comes decreased resources and opportunities to our instructional and college ready program. None of us can predict the future, but this is my fear."

On their face, these e-mails convey that unionization, especially with UTLA, will lead only to potential negative consequences, such as unwanted terms and conditions of employment being forced upon employees by UTLA, increased strife among employees, lower quality of education for students, resignation of administrators and teachers, and even school closures. But this is not the only way the e-mails influenced employee free choice.

Like the employer's communications in *Regents I*, Alliance Schools' e-mails attached a financial disincentive to union support. There, the University sent a communication to all represented employees—union members and non-member agency fee payers—notifying them that the University would cease deducting agency

fees from employees' paychecks in compliance with the United States Supreme Court's decision in *Janus v. American Federation of State, County, and Mun. Employees, Council 31* (2018) ___ U.S. ___[138 S.Ct. 2448] (*Janus*).[19] We found this communication tended to influence employee free choice because it attached a financial disincentive to union membership without any context. (*Regents I*, *supra*, PERB Decision No. 2755-H, pp. 41-42.) Similarly here, Alliance Schools' e-mails repeatedly stressed the dues obligations employees would incur if they exercised their right to join a union, which "connected their choice to refrain from joining a union with a larger paycheck." (*Id*. at p. 41.) The e-mails also indicated that dues would be forced on employees[20] and suggested they would receive little in return:

> Alliance CMO e-mail on April 26 to all employees: "Why are union organizers pressing so hard for your signature? . . . Providing your signature to an Alliance union organizer means that: . . . You would pay annual dues. Current UTLA dues are $1,000 per year."
>
> Alliance CMO e-mail on April 27 to all employees: "**Will your union dues bail out UTLA's budget deficit?** . . . If UTLA gets enough signatures, they stand to earn $1,000 per person annually in dues, or over $640,000 from Alliance educators."
>
> E-mail from Principal Tramble on April 29 to Ouchi Complex employees: "I . . . automatically became a paying UTLA

[19] In *Janus*, the United States Supreme Court "held it unconstitutional for a public sector employer to enforce compulsory agency fee deductions from non-union member employees." (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 6.)

[20] Although UTLA did not challenge the truthfulness of the e-mails' statements about dues, we do not rely on the e-mails' implication that (1) all employees pay dues irrespective of whether they become union members, and (2) union members have no ability to vote on the amount of dues they pay.

member. I had no choice whether or not to have monthly dues taken out of my paycheck, dues that UTLA has now raised to $1,000 per year."

E-mail from Principal Kubes on April 29 to Academy No. 5 employees: "[W]hen I attempted to stop paying dues I was told by the union rep that if I did so it would be the end of my career. Out of fear, I kept paying. UTLA dues are now $1,000 per year."

Alliance CMO e-mail on May 1 to all employees: "**WHAT DO YOU GET BY PAYING UTLA $1,000 EVERY YEAR? UTLA DUES GUARANTEE VERY LITTLE** . . . [UTLA] cannot guarantee you increased compensation, a different evaluation system or any other specific benefits or working conditions. The results of collective bargaining may be the same, better, or worse than currently exist. **PAY UTLA FOR POTENTIALLY LESS THAN YOU HAVE NOW**."

E-mail from Principal Tsai on May 1 to the Gertz-Merkin Complex employees: "[M]any of my [college] classmates were bounced from school to school within LAUSD or pink-slipped within the first year or two. Despite being dues-paying members of UTLA, their union representatives did nothing to help my friends as the decisions were based on seniority rules in the UTLA contract, not student need."

E-mail from Principal May-Harris on May 2 to Academy #10 employees: "I began my career in LAUSD. I worked as a teacher there. As a teacher, I automatically became a paying UTLA member. I had no choice whether or not to have monthly dues taken out of my paycheck, dues that UTLA have raised to $1,000 per year. [¶] During the 10 years I was at Audubon Middle School, UTLA's presence was a mystery to me. They did not have any impact on me or my classroom. They did not help me become a better teacher, did not help my students become better behaved or better educated and they certainly did not give me more 'voice' or 'clout' at my school or in district-level decision making."

> E-mail from Principal Versage on behalf of himself and Assistant Principals Reyna and Lee on May 2 to Leichtman-Levine School employees: "There are a lot of promises that can be made in a situation like this. But the fact of the matter is: In a bargaining situation, everything is on the table. If we adopted LAUSD's pay scale tomorrow, almost every single teacher at our school would receive a significant pay cut. There is no guarantee class sizes would be smaller. Communication between administrations and teachers could become much more adversarial, which I would hate to see."

Alliance Schools' e-mails also tended to influence employee choice by suggesting that employees' wages and working conditions could be worse under UTLA representation. In *Regents II*, the University sent a flyer to unrepresented employees who were the target of a union organizing campaign. The flyer suggested that the wage increases of employees represented by the union were less substantial than unrepresented employees' wage increases, and that unrepresented employees "already have sufficient job protections." (*Regents II*, *supra*, PERB Decision No. 2756-H, p. 9.) Alliance Schools' e-mails likewise suggested that unionization would not lead to increased wages or better working conditions, and that existing employer policies provide sufficient protections for employees:

> E-mail from Principal Tramble on April 29 to Ouchi Complex employees and e-mail from Principal May-Harris on May 2 to Academy #10 employees: "[UTLA] did not have any impact on me or my classroom. They did not help me become a better teacher, did not help my students become better behaved or better educated and they certainly did not give me more 'voice' or 'clout' at my school or in district-level decision making . . . UTLA did not support me, and from what I know of others who have worked with UTLA . . . I am very worried that they will not support you either."

> Alliance CMO e-mail on May 1 to all employees: "**WHAT DO YOU GET BY PAYING UTLA $1,000 EVERY YEAR? UTLA DUES GUARANTEE VERY LITTLE** . . . [UTLA] cannot guarantee you increased compensation, a different evaluation system or any other specific benefits or working conditions. The results of collective bargaining may be the same, better, or worse than currently exist. **PAY UTLA FOR POTENTIALLY LESS THAN YOU HAVE NOW**."
>
> E-mail from Principal Versage on May 2 to Leichtman-Levine School employees: "[T]he fact of the matter is: In a bargaining situation, everything is on the table. If we adopted LAUSD's pay scale tomorrow, almost every single teacher at our school would receive a significant pay cut. There is no guarantee class sizes would be smaller."

Viewed as a whole, Alliance Schools' e-mails tended to influence employee choice about whether or not to authorize representation by UTLA by strongly suggesting that unionization, especially with UTLA, would harm employees' paychecks, their employment, the students, and the continuation of their charter school. We thus have no difficulty concluding that a prima facie violation of PEDD section 3550 has been established based solely on the text of the e-mails.

2. Contextual Circumstances

In addition to the content of the communications, we must also consider the contextual circumstances surrounding the issuance of the communications. (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 43.) Several contextual factors further support finding a prima facie case here.

First, the timing of the e-mails would tend to influence employee free choice about supporting UTLA. Alliance CMO sent its e-mails to employees between March 22 and May 1. UTLA filed representation petitions for three Alliance Schools on

May 2. Alliance Schools' principals or assistant principals sent their e-mails between April 27 and May 14. The e-mails thus were sent at a time when UTLA's organizing efforts were beginning to produce results, at least at three Alliance Schools.

Second, the sudden participation of principals and assistant principals also would tend to influence employee choice. Principals and assistant principals had remained silent during the prior three years of UTLA's organizing campaign. Then, just as the campaign was beginning to bear fruit, the principals and assistant principals abruptly decided to e-mail employees regarding unionization and UTLA. Two of the later e-mails even referenced conditions after the filing of the representation petitions on May 2:

> E-mail from Principal Delfino on May 9 to Collins School employees: "Based on UTLA's public statements, they clearly will be ramping up their efforts to unionize more Alliance schools. But I wonder how much you know about how the culture at those schools has been since last week? [¶] Merkin teachers have raised numerous complaints about UTLA's petition . . . have been excluded from union discussions concerning future bargaining. I find it very troubling and difficult to make sense of teachers advocating for more voice while excluding the voice of their own peers."
>
> E-mail from Assistant Principal Guerra on May 14 to Gertz-Merkin Complex employees: "Over the past week, the vibe on our campus has been uncomfortable and divisive. Teachers are arguing with each other . . . Staff members have questioned why the die-hard loyalty to UTLA, why the aggressiveness in getting people to sign, why the continued push to unionize other Alliance schools . . . [¶] Others have broken down crying because they have felt betrayed and disrespected by their colleagues."

Receiving such an e-mail from their principal or assistant principal about UTLA's organizing campaign, particularly on the heels of four e-mails from Alliance CMO about the same subject, would cause a reasonable employee to believe "the message was particularly urgent and important." (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 44.)

Finally, the principals' and assistant principals' e-mails contained many similarities in theme and some also contained the exact same language:

> E-mail from Principal Tramble on April 29 to Ouchi Complex employees: "We can't predict the future, but my fear is that UTLA will negatively impact our unique school."
> E-mail from Principal May-Harris on May 2 to Academy #10 employees: "We can't predict the future, but my fear is that UTLA will negatively impact our unique school."
>
> E-mail from Principal Sanchez on April 27 to Burton Academy employees: "I cannot predict the future, but I worry that UTLA would make our school more like some of the district schools that operate under the 400-page UTLA contract . . . My fear is that the UTLA/LAUSD model is not the best one to serve Burton students."
>
> E-mail from Principal Woo on May 3 to Stern employees: "If we become disjointed, I worry that families will start considering other schools as their first choice. With dwindling numbers comes decreased resources and opportunities to our instructional and college ready program. None of us can predict the future, but this is my fear."

As two of the e-mails themselves indicated, these similarities caused employees to question whether the e-mails were drafted by Alliance CMO or were sent as part of an anti-union campaign:

> E-mail from Principal Tsai on May 3 to the Gertz-Merkin Complex employees: “In a handful of separate conversations today, Roman and I were accused of having the emails we sent earlier this week either written by our Home Office staff against our will or that we were somehow forced to write them.”
>
> E-mail from Principal Delfino on May 9 to Collins School employees: “Lastly, I’ve also heard that there are some UTLA supporters who are telling others that remarks like the ones I am sharing with you today, or the personal story that Peter shared with you a few weeks ago are being written by Home Office or forced on administrators as part of some vitriolic anti-union campaign.”

Although the content of the e-mails themselves tended to influence employee choice, that tendency was strengthened by the context in which the e-mails were sent—shortly before and after representation petitions were filed, by high-ranking administrators who had never spoken about the organizing campaign before but then did so in the midst of, or shortly after, a series of similar e-mails from Alliance CMO, and using related themes and sometimes identical language. Rather than leaving it to anti-union employees to campaign against unionization as PEDD contemplates, Alliance Schools repeatedly and broadly circulated its own arguments against unionization. We have no trouble concluding, based on both content and context, that the e-mails tended to influence whether or not employees supported UTLA. UTLA thus has met its burden to establish a prima face case.

B. Business Necessity Defense

Having found a prima facie case, we turn to whether Alliance Schools established a business necessity as an affirmative defense.[21] When the employer asserts a business necessity defense, "PERB will balance the employer's asserted interests against the likelihood of influencing employee free choice." (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 36.) "[T]he stronger the likelihood to influence employee free choice, the greater is the employer's burden to show its purpose was important and that it narrowly tailored its conduct or communication to attain that purpose while limiting influence on employee free choice to the extent possible. If the likelihood of influence outweighs the asserted business necessity, we will find a violation." (*Ibid*.) Absent evidence sufficient to establish an affirmative defense, section 3550 leaves it to employees on each side of a unionization debate to marshal

[21] Because we find Alliance Schools' conduct was not justified under the less stringent test applied to conduct that is not inherently destructive of employee free choice, we need not determine whether the potential influence was inherently destructive. (Cf. *Chula Vista Elementary School District* (2018) PERB Decision No. 2586, p. 29, fn. 11.)

Based on the facts of this case, Chair Banks would find Alliance Schools' conduct was inherently destructive because the "'natural and probable consequence'" of such conduct "is to discourage protected activity." (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 35, fn. 26.) Considering the nature and content of the messages, along with the context, such as the timing and frequency of the messages and the other unfair practices Alliance Schools have committed throughout UTLA's four-year organizing campaign, the natural and probable consequence of Alliance Schools' messages is to discourage employees from authorizing representation by UTLA. (See *Alliance Environmental Science and Technology High School et al*. (2020) PERB Decision No. 2717 (judicial appeal pending); *Alliance College-Ready Public Schools et al.*, *supra*, PERB Decision No. 2716; *Alliance College-Ready Public Schools* (2017) PERB Decision No. 2545.)

their arguments. Thus, in the critical debate over whether Alliance Schools' employees should authorize UTLA to become their exclusive representative—including but not limited to the question whether UTLA's stance on charter schools makes it a poor fit for representing Alliance School employees—we must consider whether Alliance Schools have established a business necessity showing that they cannot leave it to employees to be the ones to argue against unionization.[22]

Alliance Schools assert the e-mails were justified by two business necessities: (1) responding to employees' complaints about UTLA's aggressive organizing campaign; and (2) countering UTLA's untruthful communications to employees. We find no merit to either defense.

As to the first defense, Alliance Schools have provided scant evidence that employees complained to school management about UTLA's organizing tactics. The only such evidence is a statement in Alliance CMO's March 22 e-mail that it had "received complaints from many of you" about UTLA's visits to employee's homes, and statements by Principal Delfino that Gertz-Merkin Complex employees lodged complaints about UTLA's "bullying during organizing." These hearsay reports of complaints being made to management are insufficient to support a finding that such complaints actually were made. (*Palo Verde Unified School District* (2013) PERB Decision No. 2337, p. 23.) Even if there were actual complaints, the vague

[22] For example, if a union makes a material misstatement of fact regarding the employer and the employees have no access on their own to the true information, then a narrowly-tailored communication clarifying the record may be appropriate. (See *Regents I*, *supra*, PERB Decision No. 2755-H, p. 48 [a "communication's truthfulness weighs in favor of the employer in defending a section 3550 claim, particularly if it is countering a misleading communication from a union"].)

descriptions of the complaints in these two e-mails provide insufficient foundation or detail to assess what steps such complaints could have necessitated. Alliance Schools thus have not established that their e-mails were narrowly tailored to address the purported employee complaints, especially considering that, in addition to informing employees of their rights regarding union solicitation, the e-mails expressed the Schools' opinion that UTLA's solicitation conduct was coercive and deceitful.

Alliance Schools' second defense fails for the same reason. An employer's communication may be justified by the need to accurately counter a union's misleading communication. (*Regents II*, *supra*, PERB Decision No. 2756-H, p. 9.) But none of UTLA's communications to Alliance Schools' employees are in the record. We therefore cannot determine whether those communications were misleading or whether the Schools' e-mails were necessary to provide accurate information to employees. Indeed, as a general matter Alliance Schools' failure to call even a single witness makes it all but impossible to conclude that its e-mails were in furtherance of, and narrowly tailored to, one or more business necessities.

Finally, although not explicitly asserted as an affirmative defense, Alliance Schools claim the e-mails were necessary to "defend the existence of a legally-constituted charter school" by addressing "the potentially destabilizing influence of UTLA's attacks" on charter schools. But the e-mails' timing and content show Alliance Schools did not narrowly tailor the communications to protect their business from anti-charter political campaigns while influencing employee free choice as little as possible.

First, as to timing, UTLA's purported long history of anti-charter conduct would have posed a potential threat to Alliance Schools well before UTLA began organizing

Alliance School employees. Yet Alliance Schools did not begin communicating with employees about this alleged threat until after UTLA began its organizing campaign. The timing of these communications suggests it was UTLA's organizing campaign, not its alleged hostility to charter schools, that prompted Alliance Schools to send the e-mails at issue. (See *Regents I*, *supra*, PERB Decision No. 2755-H, p. 48 [business necessity defense fails when employer's claimed need for its conduct is pretextual].)[23]

Second, as to content, the e-mails were not narrowly tailored to protect Alliance Schools' charters. Rather than discussing only UTLA's alleged support for anti-charter legislation and candidates, the e-mails also discussed at length subjects unrelated to the Schools' charters, such as potential impacts of unionization on wages, benefits, and working conditions, as well as administrators' own personal experience with unions in other school districts. Thus, Alliance Schools' purported business necessity would not justify most of the statements in the e-mails sent to Alliance School employees.

Further undercutting Alliance Schools' affirmative defense are earlier unfair practices that Alliance-affiliated schools, including some of the Alliance Schools, committed in response to UTLA's organizing efforts, including interfering with

[23] Indeed, taking as true the assertion that UTLA had in the past sought to restrict or oppose charter schools, such conduct occurred when UTLA did not exclusively represent Alliance School employees. An exclusive representative has a legal obligation to fairly represent its members. (§ 3544.9; see *Rocklin Teachers Professional Association (Romero)* (1980) PERB Decision No. 124, pp. 6-8.) Indeed, becoming the exclusive representative at one or more Alliance Schools could cause UTLA to defend the Alliance charters in order to protect its new members' jobs, particularly if urged to do so by Alliance School employees.

protected rights by calling law enforcement to stop union handbilling and by directing an employee and a UTLA organizer to leave school premises (*Alliance Environmental Science and Technology High School et al*., *supra*, PERB Decision No. 2717); interfering with UTLA's rights by failing to respond to its request to meet and discuss a fair and neutral organizing process (*Alliance College-Ready Public Schools et al.*, *supra*, PERB Decision No. 2716); and denying UTLA organizers access to a school campus and threatening a teacher because of her protected activity on behalf of UTLA (*Alliance College-Ready Public Schools*, *supra*, PERB Decision No. 2545). While we would still reach the same outcome if these unfair practices had not occurred, they are additional relevant evidence regarding motive, further suggesting that Alliance Schools sent the e-mails not because of any legitimate business necessity but as part of their ongoing efforts to squelch UTLA's organizing campaign. (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 48.)[24]

In sum, Alliance Schools' e-mails had a strong tendency to influence employee choice about whether or not to authorize representation by UTLA, as they clearly suggested that unionization, especially with UTLA, would harm employees' paychecks, their employment, students, and the continuation of their charter school. Moreover, on this record, there is no question that the e-mails' tendency to influence employee free choice outweighs Alliance Schools' poorly-supported justifications. We

[24] While Member Shiners disagrees that motive is relevant in determining whether a respondent has a legitimate justification for conduct that tends to or does harm protected rights (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 51, fn. 37), he nonetheless agrees that Alliance Schools' contemporaneous unfair practices are further evidence that the Schools did not act because of the justifications asserted in their briefing.

therefore conclude that Alliance Schools deterred or discouraged employees from exercising free choice regarding unionization in violation of PEDD section 3550.

III. Interference

UTLA excepts to the ALJ's dismissal of the complaints' interference allegations solely on the ground that the ALJ failed to find a derivative interference violation based on a violation of PEDD section 3550. Because a section 3550 violation does not require a showing of coercive effect, it does not give rise to a derivative interference violation. (*Regents I*, *supra*, PERB Decision No. 2755-H, p. 53.) The ALJ's other interference conclusions are not before us, as Luskin School has not excepted to the conclusion that it is liable for interference and UTLA has not excepted to the dismissal of its other independent interference allegations. For these reasons, the interference allegations in the complaints issued in all cases except Case No. LA-CE-6364-E (as discussed in footnote 3, *ante*) are dismissed.

ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in these cases, it is found that Alliance Marc & Eva Stern Math & Science High School; Alliance Ouchi-O'Donovan 6-12 Complex; Alliance Renee & Meyer Luskin Academy High School; Alliance College-Ready Middle Academy #10 A.K.A. Alliance Leadership Middle Academy; Alliance Judy Ivie Burton Technology Academy High School; Alliance Collins Family College-Ready High School; Alliance Gertz-Ressler/Richard Merkin 6-12 Complex; Alliance Leichtman-Levine Family Foundation Environmental Science & Technology High School; Alliance College-Ready Middle Academy No. 5; Alliance College-Ready Middle Academy No. 8; Alliance

College-Ready Middle Academy No. 12 (collectively Alliance Schools or Respondents) violated the Prohibition on Public Employers Deterring or Discouraging Union Membership (PEDD), Government Code section 3550, when their agent, the charter management organization Alliance College-Ready Public Schools (Alliance CMO), e-mailed four different messages to certificated employees at each Alliance School, when principals or assistant principals at eight Alliance Schools e-mailed messages to certificated employees at their respective schools, and when agents of Alliance Renee & Meyer Luskin Academy High School (Luskin School) distributed a petition to certificated employees at that school. Distribution of the petition by Luskin School also violated Educational Employment Relations Act (EERA) section 3543.5, subdivisions (a) and (b) by interfering with employees' right to be represented by UTLA and UTLA's right to represent employees in their relations with Alliance Schools. All other allegations in the complaints are DISMISSED.

Pursuant to section 3551 of the Government Code, it hereby is ORDERED that Alliance Schools, their governing boards, and their representatives shall:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Additionally, pursuant to section 3541.5, subdivision (c) of the Government Code, Luskin School is ordered to CEASE AND DESIST FROM:

2. Interfering with employees' exercise of rights guaranteed to them by EERA;

3. Denying UTLA rights guaranteed to it by EERA.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF PEDD AND EERA:

1. Within 10 workdays of the date this decision is no longer subject to appeal, post at all work locations where notices to certificated employees customarily are posted, a copy of the applicable Notice attached hereto as Appendix A-K. Each Notice must be signed by an authorized agent of the named Alliance School, indicating that it will comply with the terms of this Order. Such postings shall be maintained for a period of 30 consecutive workdays.[25] Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced, or covered with any other material. The Notices shall also be sent to all employees by electronic

[25] In light of the ongoing COVID-19 pandemic, Alliance Schools shall notify PERB's Office of the General Counsel (OGC) in writing if, due to an extraordinary circumstance such as an emergency declaration or shelter-in-place order, a majority of employees at one or more work locations are not physically reporting to their work location as of the time the physical posting would otherwise commence. If Alliance Schools so notifies OGC, or if UTLA requests in writing that OGC alter or extend the posting period, require additional notice methods, or otherwise adjust the manner in which employees receive notice, OGC shall investigate and solicit input from all relevant parties. OGC shall provide amended instructions to the extent appropriate to ensure adequate publication of the Notice, such as directing Alliance Schools to commence posting within 10 workdays after a majority of employees have resumed physically reporting on a regular basis; directing Alliance Schools to mail the Notice to all employees who are not regularly reporting to any work location due to the extraordinary circumstance, including those who are on a short term or indefinite furlough, are on layoff subject to recall, or are working from home; or directing Alliance Schools to mail the Notice to those employees with whom it does not customarily communicate through electronic means.

message, intranet, internet site, or other electronic means customarily used by Alliance Schools to communicate with employees.

2. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board, or the General Counsel's designee. Alliance Schools shall provide reports, in writing, as directed by the General Counsel or designee. All reports regarding compliance with this Order shall be concurrently served on UTLA.

Chair Banks and Members Krantz and Paulson joined in this Decision.

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6362-E, *United Teachers Los Angeles v. Alliance Marc & Eva Stern Math & Science High School*, in which all parties had the right to participate, it has been found that Alliance Marc & Eva Stern Math & Science High School violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, May 1, 2018, and May 3, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE MARC & EVA STERN MATH & SCIENCE HIGH SCHOOL

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.

APPENDIX B

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6363-E, *United Teachers Los Angeles v. Alliance Ouchi-O'Donovan 6-12 Complex*, in which all parties had the right to participate, it has been found that Alliance Ouchi-O'Donovan 6-12 Complex violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, May 1, 2018, and May 2, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE OUCHI-O'DONOVAN 6-12 COMPLEX

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.

APPENDIX C

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6364-E, *United Teachers Los Angeles v. Alliance Renee & Meyer Luskin Academy High School* in which all parties had the right to participate, it has been found that Alliance Renee & Meyer Luskin Academy High School (Luskin School) violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, and May 1, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA. It also has been found that Luskin School violated the Educational Employment Relations Act (EERA), Government Code section 3540 et seq., by circulating a petition to its employees between May 16, 2018 and May 31, 2018, that interfered with their right to join and participate in the activities of UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Interfering with employees' exercise of rights guaranteed to them by EERA;

2. Denying UTLA rights guaranteed to it by the EERA; and

3. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE RENEE & MEYER LUSKIN ACADEMY HIGH SCHOOL

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX D

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6365-E, *United Teachers Los Angeles v. Alliance College-Ready Middle Academy #10 a.k.a. Alliance Leadership Middle Academy*, in which all parties had the right to participate, it has been found that Alliance College-Ready Middle Academy #10 a.k.a. Alliance Leadership Middle Academy violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, May 1, 2018, and May 2, 2018, that deterred and discouraged employees from authorizing union representation, becoming members of the United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE COLLEGE-READY MIDDLE ACADEMY #10 A.K.A. ALLIANCE LEADERSHIP MIDDLE ACADEMY

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX E

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6366-E, *United Teachers Los Angeles v. Alliance Judy Ivie Burton Technology Academy High School*, in which all parties had the right to participate, it has been found that Alliance Judy Ivie Burton Technology Academy High School violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, and May 1, 2018, that deterred and discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE JUDY IVIE BURTON
TECHNOLOGY ACADEMY HIGH SCHOOL

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX F

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6372-E, *United Teachers Los Angeles v. Alliance Collins Family College-Ready High School*, in which all parties had the right to participate, it has been found that Alliance Collins Family College-Ready High School violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, May 1, 2018, and May 9, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE COLLINS FAMILY COLLEGE-READY HIGH SCHOOL

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX G

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6373-E, *United Teachers Los Angeles v. Alliance Gertz-Ressler/Richard Merkin 6-12 Complex*, in which all parties had the right to participate, it has been found that Alliance Gertz-Ressler/Richard Merkin 6-12 Complex violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, April 30, 2018, May 1, 2018, May 3, 2018, and May 14, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE GERTZ-RESSLER/RICHARD MERKIN 6-12 COMPLEX

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX H

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6374-E, *United Teachers Los Angeles v. Alliance Leichtman-Levine Family Foundation Environmental Science & Technology High School*, in which all parties had the right to participate, it has been found that Alliance Leichtman-Levine Family Foundation Environmental Science & Technology High School violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, May 1, 2018, and May 2, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE LEICHTMAN-LEVINE FAMILY FOUNDATION ENVIRONMENTAL SCIENCE & TECHNOLOGY HIGH SCHOOL

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX I

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6375-E, *United Teachers Los Angeles v. Alliance College-Ready Middle Academy No. 5* in which all parties had the right to participate, it has been found that Alliance College-Ready Middle Academy No. 5 violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, April 29, 2018, and May 1, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 5

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX J

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6376-E, *United Teachers Los Angeles v. Alliance College-Ready Middle Academy No. 8* in which all parties had the right to participate, it has been found that Alliance College-Ready Middle Academy No. 8 violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq., by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, and May 1, 2018, that deterred or discouraged employees from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 8

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL

APPENDIX K

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-6377-E, *United Teachers Los Angeles v. Alliance College-Ready Middle Academy No. 12* in which all parties had the right to participate, it has been found that Alliance College-Ready Middle Academy No. 12 violated the Prohibition on Public Employers Deterring or Discouraging Union Membership Chapter, Government Code section 3550 et seq, by sending e-mail communications through one or more of its agents on March 22, 2018, April 26, 2018, April 27, 2018, and May 1, 2018, that deterred or discouraged them from authorizing union representation, becoming members of United Teachers Los Angeles (UTLA), and/or authorizing dues or fee deductions with UTLA.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Deterring or discouraging employees from authorizing union representation, becoming members of UTLA, and/or authorizing dues or fee deductions.

Dated: _____

ALLIANCE COLLEGE-READY MIDDLE ACADEMY NO. 12

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL