STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

UNITED TEACHERS LOS ANGELES, Charging Party, v. ALLIANCE COLLEGE-READY PUBLIC SCHOOLS, Respondent.	Case No. LA-CE-7047-E PERB Decision No. 3054 August 28, 2026

Appearances: Bush Gottlieb by Michael E. Plank, Attorney, for United Teachers Los Angeles; AClient PC by Ruben D. Escalante, Robert A. Escalante, and Amelia C. Dunaway, Attorneys, for Alliance College-Ready Public Schools.

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

DECISION

BANKS, Chair: This case is before the Public Employment Relations Board (PERB or Board) for a decision based on the evidentiary record from a hearing before an administrative law judge (ALJ). The complaint alleged that Respondent Alliance College-Ready Public Schools (Alliance) violated the Educational Employment Relations Act (EERA; Gov. Code, § 3540 et seq.) by failing and refusing to meet and negotiate in good faith with Charging Party United Teachers Los Angeles (UTLA).[1]

We have reviewed the record and considered the parties' arguments. As explained below, we find that Alliance violated EERA.

[1] Further undesignated statutory citations are to the Government Code.

FACTUAL FINDINGS AND PROCEDURAL HISTORY

Alliance operates Alliance Judy Ivie Burton Technology Academy High School (Burton Tech) and Alliance Gertz-Ressler/Richard Merkin 6-12 Complex (Gertz/Merkin), both of which are public school employers within the meaning of EERA section 3540.1(k). The two schools are among the more than twenty Alliance network charter schools falling under the umbrella of Alliance College-Ready Public Schools, a nonprofit public benefit corporation.

History of UTLA's Requests for Recognition with Alliance

In May 2018, UTLA filed three recognition petitions seeking to represent certificated educational personnel at Burton Tech, Gertz/Merkin, and Alliance College-Ready Middle Academy No. 5 (Middle Academy No. 5). (*Alliance Judy Ivie Burton Technology Academy High et al.* (2020) PERB Decision No. 2719, p. 5 (*Alliance I*).)[2] Along with the petitions, UTLA submitted proof of support to PERB to establish that the petitions enjoyed the support of a majority of employees in each petitioned-for unit. (*Id*. at p. 6.) In *Alliance I*, the Board certified UTLA as the exclusive representative of employees at Burton Tech, Gertz/Merkin, and Middle Academy No. 5, retroactive to the date UTLA filed the petitions. (*Id*. at pp. 51-52.) Following *Alliance I*, Alliance requested that the Board reconsider its decision; we denied that request. (*Alliance Judy Ivie Burton Technology Academy High et al.* (2020) PERB

[2] PERB may take official notice of its own records and files. (*Bellflower Unified School District* (2017) PERB Decision No. 2544, p. 6, citing *Santa Clara County Superior Court* (2014) PERB Decision No. 2394-C, p. 16 and *Antelope Valley Community College District* (1979) PERB Decision No. 97, p. 23.) Middle Academy No. 5 is not a subject of this decision.

Decision No. 2719a.) Alliance also requested that the Board join in seeking judicial review of our unit determinations in *Alliance I*, which we denied. (*Alliance Judy Ivie Burton Technology Academy High et al.* (2020) PERB Order No. JR-30, pp. 2 & 6.)

Alliance thereafter refused to recognize or bargain with UTLA as the exclusive representative of certificated employees at all three schools, arguing that *Alliance I* was incorrectly decided and should be reversed because of a corporate reorganization that took effect more than five months before *Alliance I* issued. (*Alliance Judy Ivie Burton Technology Academy High School et al.* (2022) PERB Decision No. 2809, p. 2 (*Alliance II*).) The Board concluded that the reorganization did not (1) render the bargaining units inappropriate, (2) excuse Alliance from recognizing or negotiating with UTLA, or (3) warrant modification of the bargaining units. (*Id*. at p. 3.) Accordingly, Alliance's refusal to bargain with UTLA violated EERA. (*Id*. at pp. 27-28.)

Notwithstanding our holdings in *Alliance I* and *Alliance II*, Alliance continued to refuse to bargain with UTLA until its judicial appeals were exhausted in December 2023. (*Alliance Judy Ivie Burton Technology Academy High School et al. v. Public Employment Relations Bd.*, B319352 (Sept. 11, 2023) review den. Nov. 15, 2023, S281925.)[3]

---

[3] Alliance has a long and documented history of obstructing and undermining certificated employees' efforts to unionize with UTLA. (*Alliance I*, *supra*, PERB Decision No. 2719, pp. 33-48 [discussing Alliance's shifting and self-contradictory factual contentions regarding appropriate bargaining units in various PERB cases and applying judicial and equitable estoppel to prevent Alliance from taking a position that it had previously disputed in multiple prior PERB proceedings]; *Alliance II*, *supra*, PERB Decision No. 2809, p. 23, fn. 23 [reaffirming unit determinations in *Alliance I*]; *Alliance Morgan McKinzie High School et al.* (2022) PERB Order No. Ad-491, pp. 15-21 [finding that Alliance's factual inconsistencies again prevented it from arguing against the appropriateness of UTLA's petitioned-for units]; *Alliance*

UTLA and Alliance Begin Bargaining

On January 30, 2024, UTLA and Alliance began meeting and negotiating over initial contracts for Burton Tech and Gertz/Merkin. Bargaining for the two units took place separately. Both UTLA and Alliance utilized distinct bargaining teams for each unit, although each party's bargaining team was headed by the same lead negotiator. Jill Marucut was UTLA's lead negotiator and Robert Escalante was Alliance's lead negotiator. Zenaida Perez Fuentes was present at all bargaining sessions on behalf of UTLA starting in April 2024 and substituted for Marucut as UTLA's lead negotiator for one month, in approximately July 2025. Between January 2024 and April 2025, the parties met for approximately 20 bargaining sessions total for each unit.

At the outset of bargaining, Alliance took the position that it required parity between its UTLA-represented sites and unrepresented, i.e., non-unionized, school sites in wages, hours, and other terms and conditions of employment. On March 6 and 18, 2024, respectively, Alliance presented an initial, consolidated proposal covering

---

College-Ready Public Schools et al. (2020) PERB Decision No. 2716, pp. 19-29 [finding Alliance had unlawfully failed to discuss a neutrality agreement proposed by UTLA, and had unlawfully polled employee support for UTLA]; *Alliance Environmental Science and Technology High School et al*. (2020) PERB Decision No. 2717, pp. 15-29 [finding Alliance had unlawfully threatened job losses, prevented union organizers from distributing literature, and unlawfully refused to meet and discuss with UTLA a new teacher evaluation program]; *Alliance Marc & Eva Stern Math & Science High School et al*. (2021) PERB Decision No. 2795, pp. 52-75, affd. *Alliance Marc & Eva Stern Math & Science High School et al. v. Public Employment Relations Board* (2024) 107 Cal.App.5th 930 [finding Alliance charter management organization and affiliated schools had unlawfully sent messages to employees discouraging joining UTLA after representation petitions for bargaining units at issue were filed].)

compensation and health benefits to the Burton Tech and Gertz/Merkin bargaining teams under the heading "One Alliance." The key terms of the proposal stated:

> "1.1 To be exercised in Alliance's sole and absolute discretion, Alliance has authority to maintain parity between unit members and their unrepresented counterparts in any or all policies and practices pertaining to wages, hours of employment, and other terms and conditions of employment . . . Nothing in the foregoing paragraph or this Agreement shall limit Alliance's sole and absolute right to make changes to policies and practices affecting unrepresented staff in Alliance's sole and absolute discretion.
>
> "1.2 If Alliance makes a change to any or all policies or practices affecting unit members to maintain parity (as authorized under Paragraph 4.1 [sic]), UTLA clearly, specifically, and unequivocally waives any and all rights to bargain, consult, or discuss the decision to make such change or changes, or bargain, consult, or discuss over the effects arising from such decisions.
>
> "1.3 Consistent with and without limiting the authority described in Paragraph 4.1 [sic], Alliance agrees to maintain unit members' base compensation at parity with their unrepresented counterparts."

On March 7, Alliance e-mailed "bargaining updates" to staff at both campuses explaining that its proposal would allow Alliance to "maintain [ ] flexibility in aligning the unit members' terms and conditions of employment with the remaining staff at Alliance."

UTLA's initial proposals for compensation and health benefit increases, in contrast, went beyond simple parity. On March 18, 2024, UTLA passed a health and welfare proposal that called for employer contributions to the health and welfare fund

and outlined eligibility specifics. On April 4, 2024, UTLA passed a compensation proposal detailing specific salary schedules, increases, and specialized pay rates.

By the next time Alliance passed counterproposals on April 4 and 8, 2024, it abandoned the “One Alliance” heading and presented its compensation and health benefits offers separately, although it continued to seek parity between represented and unrepresented sites in its health benefits proposals. Between March 2024 and January 2025, UTLA rejected Alliance’s parity proposals and countered with proposals for improvements to compensation and health benefits. Sometime between April and June 2024, by UTLA’s third health and welfare proposal, it accepted the parity model for health benefits and, between November 2024 and January 2025, by UTLA’s fourth compensation proposal, accepted parity in compensation.

UTLA communicated to Alliance when it passed its fourth compensation proposal that accepting compensation parity constituted a major concession from UTLA’s previous proposal, which conceded to parity except with regard to downward adjustments. UTLA explained to Alliance that agreeing to parity was a worthwhile concession for the sake of reaching a full agreement and UTLA would not go any lower. For its part, Alliance did not voice any concerns to UTLA over the course of 15 months of negotiations about the financial feasibility of maintaining parity in the agreements.

The last outstanding item for the parties to resolve was the retroactivity of compensation increases. UTLA’s third compensation proposal provided that Alliance would pay the increases retroactive to the start of the school year in July 2024, the same time Alliance implemented them for unrepresented educators at other schools.

In January 24 and February 26, 2025 “bargaining update” e-mails to staff, Alliance addressed UTLA’s retroactivity demand by stating that it had “limited ability to make further financial concessions such as retroactive payments” and that it continued to raise concerns to UTLA about setting “unsustainable precedents” regarding retroactivity. The parties remained deadlocked on retroactive payments until the last day of bargaining in March 2025, with Alliance insisting that it was only willing to pay the increases retroactive to January 1, 2025. Pay increase retroactivity is the only subject for which Alliance expressed affordability concerns. This issue became a sticking point for reaching agreements, and Burton Tech nearly went to impasse over it. Between March and April 2025, UTLA conceded to Alliance’s position on retroactivity for both bargaining units, agreeing that the retroactivity period would begin on January 1, 2025. It also agreed to Alliance’s proposed one-year term.

Parties Reach Tentative Agreements

After 15 months of bargaining, UTLA accepted Alliance’s proposals for parity in compensation and health benefits, limited retroactivity to the beginning of 2025, and a one-year contract term. The parties reached full agreements for Gertz/Merkin in March 2025 and Burton Tech in early April 2025. Gertz/Merkin unit members and Burton Tech unit members each ratified their respective tentative agreement (TA) in April 2025.

The effective term for the TAs was set as January 1, 2025, through January 1, 2026. Principal terms of the TAs included parity between unit members and their unrepresented counterparts with respect to compensation, health benefits, and work calendars and schedules; waiver of UTLA’s right to bargain over any changes to

compensation or effects therefrom; and true-up payments, i.e., reconciliation payments for the difference in base compensation received by represented staff and unrepresented counterparts between January 1, 2025, through June 30, 2025.

UTLA communicated to Alliance its desire for Alliance's board to ratify the TAs as soon as possible, and in any instance before July 1, 2025, either by convening a special meeting or by adding an agenda item to its regular meeting scheduled for June 11, 2025. The July 1 date was significant because many of the TAs' provisions took effect on that date.

Alliance Cancels Ratification Vote

Alliance declined to call a special meeting to ratify the TAs and instead scheduled a vote for its regular meeting on June 11, 2025. On June 11, prior to the meeting, Alliance notified UTLA that its board was concerned it would not be able to hold a full meeting in-person due to the citywide curfew and would likely shift to a virtual meeting.[4] In response, UTLA told Alliance that the ratification vote was a priority for its members and suggested moving up the vote in the agenda to ensure it would take place, while also reminding Alliance of its Brown Act obligations.[5] UTLA never advised Alliance that it should cancel or defer the scheduled ratification vote.

[4] The City of Los Angeles imposed a curfew in response to disorder that federal immigration enforcement activities had caused in the city.

[5] Under the Ralph M. Brown Act, a public agency's legislative body must generally deliberate in open session, but there is an exception which permits meeting in closed session with its negotiating representative to discuss salaries and benefits of the agency's employees. (Gov. Code, § 54957.6(a).) However, the final approval or ratification of a memorandum of understanding (MOU) must take place in an open, public meeting.

Even so, Alliance canceled the vote and falsely blamed UTLA for the cancellation in several e-mails to unit members.

More specifically, on June 12, Alliance sent identical e-mails to the Burton Tech and Gertz/Merkin units with the subject line: "Important Update on Bargaining—Action Deferred Per UTLA Request." The e-mails stated, "due to an imposed curfew in Downtown Los Angeles, our necessary shift to a virtual meeting, and UTLA's noted concerns regarding any action being taken in a virtual session, the Board postponed formal action." Next, on June 18, Alliance sent an e-mail to Gertz/Merkin unit members, stating in part:

> "As we shared in previous communications, the Alliance Governing Board was prepared to discuss the agreements for Gertz-Merkin and Burton Tech during its June 11 meeting. Understanding that this is an important decision with wide ranging operational and financial considerations, Board members were prepared to discuss and take action in person.
>
> "However, due to an imposed curfew in Downtown Los Angeles on June 11, the Board made the decision to shift to a virtual meeting. After taking feedback from UTLA, who indicated it would be inappropriate to take action in a virtual meeting, the Alliance Governing Board decided no action would be taken on the tentative agreement during its June 11 meeting."

In e-mail responses to Alliance, UTLA disavowed Alliance's representations regarding UTLA's alleged "concerns" and "feedback." But Alliance did not retract its statements.

Alliance Board Rejects TAs

The Alliance board considered the TAs at a July 10, 2025 special meeting and voted against ratification. The next morning, Escalante e-mailed UTLA to report on the

vote. Escalante's e-mail stated that, notwithstanding the failed ratification, Alliance was willing to offer unit members full parity, including retroactive pay for the entire school year, "under conditions," while the parties continued to bargain. Escalante did not define the conditions or offer a formal proposal. He requested a private mediation to discuss some of the "items."

Fuentes promptly e-mailed Escalante, labeling Alliance's position unacceptable and part of a pattern of bad faith conduct. Fuentes demanded clarification, asking why Alliance was refusing to ratify the TAs, why Alliance was suddenly willing to offer parity and a full year of retroactive pay despite months of refusing to agree to the same proposal from UTLA during negotiations, what the proposed "conditions" were, and what "items" Alliance believed were at issue. In response, Escalante stated that Alliance wanted to arrange a "private mediation," but did not address any of UTLA's questions.

That same July 11 afternoon, Alliance e-mailed Burton Tech unit members directly with a "bargaining update" that stated: "While the Board has chosen not to ratify the current Tentative Agreement due to significant long-term concerns, we are moving forward in a constructive direction." The e-mail further stated that the Alliance board had authorized its bargaining committee to propose a side agreement with UTLA that would provide for full compensation and benefit parity, with retroactive pay, while the parties continued negotiating a long-term agreement.

Fuentes e-mailed Escalante again shortly after 5:00 p.m. on July 11. She noted that Escalante had not clarified Alliance's position and Alliance had e-mailed unit members directly about matters that it had not yet stated or proposed at the

bargaining table. Specifically, the e-mail to unit members referenced a "side agreement" that had not yet been shared with UTLA and mentioned the Alliance board's supposed "significant long-term concerns" that Alliance had not explained to UTLA. Fuentes again emphasized that Alliance needed to explain its concerns if it sincerely wanted to reach a resolution. UTLA nonetheless agreed to a confidential mediation with Alliance.

Parties Agree to Interim Memoranda of Understanding

On July 31, 2025, through mediation, UTLA and Alliance entered into Interim MOUs for each bargaining unit to provide an "interim solution impacting base-compensation only." The Interim MOUs were substantively identical to one another and included the following prefatory recitals:

> "WHEREAS, UTLA and ALLIANCE have negotiated in good faith with respect to [the respective bargaining unit] since 2024.
>
> "WHEREAS, pursuant to their respective good faith bargaining, UTLA and ALLIANCE reached a tentative agreement on all articles for a collective bargaining agreement and recommended the tentative agreement to their membership and board, respectively, for ratification.
>
> "WHEREAS, UTLA's membership ratified the tentative agreement.
>
> "WHEREAS, ALLIANCE's board did not ratify the tentative agreement.
>
> "WHEREAS, ALLIANCE has requested more time to investigate developing financial considerations relating to funding, enrollment, and philanthropy before re-engaging in bargaining."

As to the substantive terms, the Interim MOUs stated that Alliance would: (1) provide a one-time base compensation raise; (2) pay a "true-up" to both bargaining units for the 2024-2025 school year; (3) hold a second ratification vote on the TAs at its September 10, 2025 board meeting; and (4) bargain with UTLA on two out of three stipulated dates (September 19, 22, and/or 23), if its board voted to not ratify the TAs at its September board meeting.

UTLA Seeks to Meet with Alliance Prior to September Board Meeting

On September 2, 2025, Marucut e-mailed Escalante to request a day of bargaining in advance of the upcoming September 10 board meeting for the purpose of discussing "what it will take to move things forward." Escalante declined, saying there was nothing to discuss at the table. Marucut redoubled her request, elaborating that it would be helpful to understand any potential concerns Alliance had and to settle on terms that could help ensure the Alliance board would ratify the TAs at the board meeting. Escalante did not respond to this request, nor did anyone from Alliance otherwise communicate with UTLA until after the board meeting.

The September 10, 2025 Vote and Aftermath

On September 11, 2025, Escalante e-mailed Marucut to inform her that the Alliance board had voted against ratifying the TAs. He then stated:

> "Given the unprecedented events of these past months, the Board has decided changes are needed. To that end, moving forward Ryan and I will not lead negotiations at the bargaining table. New members will be identified and introduced to you within the next 30 days to set next steps. Until such time, I will remain the point of contact; however, on the topic of this changeover and next steps, I will have nothing more to share and will leave it to the successor."

Escalante offered no further elaboration for the Alliance board's rejection of the TAs.

Marucut responded on the same day. She asked Escalante to expand on the meaning of "unprecedented events of these past months" as well as the Alliance board's reasons for rejecting the TAs. Marucut also asked if Alliance planned to honor the bargaining dates it agreed to in the Interim MOUs.

On September 15, Escalante replied. He stated that he was "not authorized to elaborate further" regarding her first two questions. As to the agreed upon bargaining dates in the Interim MOUs, Escalante said that Alliance would not have new bargaining team members selected and prepared by then. He committed only to the 30-day timeline. Marucut promptly responded and made clear that Alliance's conduct was unacceptable. She also followed up with phone calls to Escalante, but UTLA received no further communication from him.

Alliance's New Bargaining Team

The next time UTLA heard from Alliance was the evening of October 5, 2025, when Keahn Morris, Alliance's new bargaining lead, sent an introductory e-mail to UTLA. Marucut responded the next morning and provided multiple dates in October for bargaining. Having received no response, Marucut again e-mailed Morris on the morning of October 7. She noted that UTLA was pursuing a request for injunctive relief against Alliance and reiterated UTLA's available bargaining dates. Marucut stated that Alliance had yet to "cogently explain[ ] why it will not ratify the TAs agreed upon 6 months ago (in spite of repeated requests that it do so)" and requested that Alliance specifically explain its concerns. Morris replied that same evening, stating that he had been in a hearing and needed time to "get up to speed" given that he was newly

retained and had not previously been part of negotiations. Marucut e-mailed Morris the next day, October 8, again requesting bargaining dates and an explanation for Alliance's unwillingness to ratify the TAs. Morris did not respond.

On October 13, Marucut e-mailed Morris and reiterated her request for bargaining dates. Morris responded that day and asked for patience during the transition period. He did not offer any bargaining dates. Marucut responded on October 14 and told Morris that Alliance was violating the law by refusing to meet and bargain with UTLA. She again asked for dates to schedule bargaining sessions. Again, Morris did not respond.

On October 21, Marucut e-mailed Morris. She reminded him that it had been over two weeks without any substantive response from him. Morris replied that evening, asking if UTLA was available to bargain on November 17 and 21. On October 27, Marucut confirmed those dates and asked that they bargain for both Gertz/Merkin and Burton Tech on both days. She also asked for earlier bargaining dates and reiterated her previous demands for information regarding the rejected TAs. On October 28, Morris refused UTLA's request to coordinate bargaining for both units on both days and instead proposed bargaining for Gertz/Merkin on November 17 and Burton Tech on November 21. He additionally stated that Alliance could not accommodate earlier dates. Marucut clarified that she believed both bargaining teams should be present on both days to resolve any issues with the TAs, and that she was not suggesting merging bargaining for the two units. Marucut also asked for additional bargaining dates during the week of December 1 to ensure that the parties reserved more time to bargain if they needed it. On November 2, Morris again declined UTLA's

request to hold bargaining for both units on simultaneously. He stated that Alliance was not available during the first week of December and asked about UTLA' s availability for December 16 and 17 instead.

UTLA Reviews Alliance's Financial Documents

Prior to meeting with Alliance in November 2025, Marucut requested from Alliance the 2024-2025 unaudited actuals for Gertz/Merkin and Burton Tech. Unaudited actuals are financial reports that reflect how a school district spent its funding from July 1 of the incoming school year to June 30 of the following year. UTLA sought these documents to understand the affordability of its proposals in the context of the revenue and expenses for each school site. The documents revealed healthy financial reserves for both school sites. Gertz/Merkin reflected a balance of over $13 million at the end of June 2025 and was projected to have a similar net balance at the end of June 2026. Burton Tech reflected a balance of over $16 million at the end of June 2025 and was projected to have a similar net balance at the end of June 2026.[6] These documents did not indicate to UTLA any objective basis for concern about Alliance's ability to afford the TAs.

November 17 Bargaining Session – Gertz/Merkin

On November 17, UTLA and Alliance met for bargaining. UTLA's team consisted of Marucut, UTLA staff member Margarita Valenzuela, and unit members Kemberlee Hooper and Brittany Cliffe, the latter of whom was UTLA's designated

[6] Gertz/Merkin showed a net balance of $13,333,998.57 for the 2024-25 school year and a projected ending position of $13,138,971.38 for the 2025-26 school year. Burton Tech showed a net balance of $16,340,841.27 for the 2024-25 school year and a projected ending position of $16,400,307.44 for the 2025-26 school year.

notetaker. Alliance's new team included Morris, Alliance Chief of Staff Angelica Solis, and an employee of Morris's firm who was Alliance's designated notetaker. While Cliffe did not testify at the hearing, Marucut testified that Cliffe's bargaining notes were consistent with Marucut's recollection of the discussions at the table.[7]

UTLA arrived at the bargaining session with the expectation that Alliance would have proposals ready to pass reflecting its financial concerns, given that: UTLA's membership had already approved the TAs; Alliance had rejected the TAs without explanation; and Alliance reaped the benefits of a nearly two-month delay in bargaining following its abdication of its obligation to meet on stipulated dates in September. Alliance, however, had not prepared any proposals; instead, Morris stated that Alliance was ready to "open negotiations." UTLA interpreted this to mean that Alliance intended to begin bargaining from scratch, rather than focusing on final tweaks to the TAs that its membership had already ratified. UTLA rejected Alliance's framing that the negotiations start over and instead proposed focusing on Alliance's financial concerns, as well as on a new term because the TAs were set to expire on January 1, 2026.

From the outset of the renewed bargaining sessions, Alliance focused the negotiations on compensation and health and welfare benefits, repeatedly citing "financial flexibility" as its aim. UTLA consistently pressed Alliance for specifics about why the parity model was lacking in flexibility, but Morris could not offer any. Morris speculated about the potential for increased costs for health and welfare benefits,

[7] We address the hearsay aspect of UTLA's bargaining notes *post*, p. 19, fn. 9.

funding fluctuations, and the economy in general, none of which Alliance supported with specifics, documentation, or concrete proposals. When UTLA asked Morris why the Alliance board rejected the TAs, he said that he did not know and would not reveal the information if he had it. He again returned to Alliance's desire for "financial flexibility." Alliance's concerns appeared to center on hypothetical future scenarios such as decreased revenue from lower student enrollment and rising costs of health benefits. Morris distinguished between Alliance's "financial constraints"—for which he provided no evidence—and Alliance's desire for "financial flexibility."

In lieu of proposals, Alliance passed two "supposals" to UTLA, one pertaining to compensation and the other pertaining to health benefits.[8] Both supposals granted Alliance complete discretion to "adjust the pay scales and other components of bargaining unit member compensation (including any stipends, incentives, bonuses, additional and specialized rates of pay, and financial auxiliary bases)" including to impose "freezes and/or reductions" during the term of the agreement, unconnected to any such actions at unrepresented school sites. In other words, Alliance abandoned the parity model that it had consistently demanded UTLA accept during the parties' initial bargaining. The supposals also proposed to waive UTLA's right to negotiate over any changes or the effects of such changes. The whole of Alliance's explanation for these supposals was that they afforded Alliance more flexibility, although Alliance

[8] A "supposal" typically means a "what-if" idea that a negotiator puts forward to test the waters, while acknowledging that the negotiator does not currently have authority and would need to obtain authority from the principal.

did not explain the reasons for its regression. UTLA expressed frustration that Alliance had already achieved flexibility when UTLA conceded to include parity in the TAs.

UTLA roundly rejected both supposals, explaining that parity was critical to any waiver of its right to negotiate over changes to compensation and health benefits. This was consistent with UTLA's messaging to Alliance in the spring of 2025, wherein it communicated that it could not accept anything less than parity with unrepresented schools. As UTLA expressed to Alliance on November 17, without parity, Alliance could use its discretion to discriminate against UTLA's bargaining unit members by lowering their compensation while not doing the same for unrepresented employees. Alliance did not address this concern, instead yet again emphasizing the flexibility it would gain.

For its part, UTLA did not make any substantive proposals. Its rationale for doing so was that its membership had already ratified the TAs, making it unnecessary to change them. UTLA's only proposal was for a three-year contract term, effective from January 1, 2026, through December 31, 2028. It also expressed amenability to a reopener clause for health and welfare benefits contingent upon a cost-triggering event.

Alliance did not commit to bringing any proposals to the next bargaining session.

November 21 Session – Burton Tech

The November 21 session for Burton Tech proceeded in substantially similar fashion to that of Gertz/Merkin. UTLA's team consisted of Marucut, Valenzuela, and two unit members. Alliance's team was the same as it had been for Gertz/Merkin.

Valenzuela was UTLA's notetaker for the session and she testified at hearing regarding the preparation of her bargaining notes.[9]

Similar to the bargaining session with the Gertz/Merkin team, Alliance did not provide an explanation for its board's rejection of the TAs, nor did Alliance have any proposals to present to UTLA. It instead passed the same two supposals regarding compensation and health benefits that it had shared at the Gertz/Merkin session, without any explanation for the regressive supposals, which UTLA again rejected for the same reasons it did on November 17: it would not accept any deal that removed parity and waived UTLA's right to bargain over changes to compensation and health benefits. As with the Gertz/Merkin session, Alliance stated that its supposals were motivated by a desire for more financial flexibility, although it did not offer any specifics or objective financial documentation that would support such a need, nor did it otherwise elaborate on why it was tendering regressive supposals. Alliance did not raise any issues with the non-economic terms of the TAs.

As with the November 17 session, UTLA presented the same proposal on the agreement's term and the same concept of a contingent reopener. Alliance did not

---

[9] Although UTLA's bargaining notes are hearsay, the November 21 bargaining notes fall under the business records exception to the hearsay rule, meaning they would be admissible in a civil action and thus form the evidentiary basis for a factual finding. (Evid. Code, § 1271; PERB Reg. 32176 [PERB Regulations are codified at Cal. Code Regs., tit. 8, § 31001 et seq.]; *Regents of the University of California* (2021) PERB Decision No. 2783-H, p. 16, fn. 5; *Contra Costa County Fire Protection District* (2019) PERB Decision No. 2632-M, p. 7, fn. 7.) No recognized hearsay exception applies to the November 17 bargaining notes, as neither Cliffe nor any other qualified witness testified as to how the notes were prepared. (Evid. Code, § 1271(c).) However, since Marucut testified that the November 17 notes were accurate, that corroboration is sufficient for a factual finding. (PERB Reg. 32176.)

commit to bringing any proposals to the next bargaining session. The parties concluded by setting additional bargaining sessions for December 17 and 18, 2025, for Burton Tech and Gertz/Merkin, respectively.

Procedural History

On September 19, 2025, UTLA filed the underlying unfair practice charge, following it with a September 22 request to expedite processing at all PERB divisions. On October 2, UTLA filed a request for injunctive relief against Alliance, seeking to enjoin Alliance from failing to meet and negotiate in good faith and to order Alliance to return to the table on a specific schedule of at least one bargaining session per week. On October 6, Alliance filed an opposition to UTLA's injunctive relief request. Alliance agreed to expedite proceedings before PERB's Office of the General Counsel (OGC), but otherwise opposed UTLA's expedite request. OGC sent a letter to the parties on October 9, informing them that UTLA's injunction request was under consideration by the Board and asking the parties to provide timely updates to PERB regarding developments in their negotiations. UTLA sent the Board a first supplemental update on the same day, stating that Alliance was continuing to delay negotiations.

On October 13, OGC issued a complaint. On October 15, Alliance sent PERB a bargaining update reflecting that it had not yet agreed to schedule new bargaining dates.

On October 22, the Board granted UTLA's request to expedite at all levels. That same day, UTLA filed a second supplemental update.

On October 30, Alliance filed an answer to the complaint.

On November 19, UTLA filed a request to amend the complaint to add new allegations regarding Alliance's refusal to bargain between September and October 2025 and its presentation of supposals rather than proposals. On the same date, UTLA filed its proposed amended complaint, and the assigned ALJ issued an order setting a deadline of November 25 for Alliance to respond.

On November 25, Alliance filed its opposition to UTLA's motion to amend the complaint.

On December 1, the ALJ issued an order granting UTLA's motion to amend the complaint and issued a first amended complaint consistent with UTLA's request. Also on the same day, UTLA filed a third supplemental update.

On December 9, the first day of the formal hearing, the ALJ issued a second amended complaint alleging per se bad faith bargaining and bad faith bargaining under the totality of circumstances. It reads, in part:

> "3. At all relevant times, the parties have been meeting and negotiating for first collective bargaining agreements (CBAs) at Burton Tech and Gertz-Merkin.
>
> "4. By early April 2025, the parties reached tentative CBAs at Burton Tech and Gertz-Merkin. Charging Party's membership ratified both tentative CBAs by the end of that month.
>
> "5. Respondent's governing board failed or refused to schedule a vote to ratify the tentative CBAs for at least eight weeks and then cancelled a ratification vote scheduled to take place at its June 11 meeting.
>
> "6. On or about July 10, 2025, Respondent's governing board rejected the tentative CBAs without providing a reasoned explanation, despite Charging Party's repeated requests for one over the subsequent days.

"7. On or about September 10, 2025, Respondent's governing board again rejected the tentative CBAs without providing a reasoned explanation, despite Charging Party's repeated requests for one over the subsequent days and weeks.

"8. On or about September 11, 2025, Respondent: (a) announced that it had decided to replace its entire bargaining team without reasoned explanation, (b) canceled previously agreed-to bargaining dates, and (c) refused to meet and negotiate with Charging Party for at least thirty days pending its announcement of 'next steps'.

"9. Between September 11, 2025 and October 21, 2025, Respondent refused to offer any bargaining dates or to respond substantively to any of Charging Parties' efforts to understand its negotiation position.

"10. Respondent refused to return to bargaining until November 17 and 21, 2025. When Respondent returned to bargaining on November 17 and 21, 2025, it did not present any proposals. Instead of presenting proposals, Respondent presented one 'supposal' related to Compensation, and one 'supposal' related to Health and Welfare.

"11. Each of these 'supposals' would have required UTLA to waive its right to bargain on behalf of the bargaining unit over Compensation and Health and Welfare for its members. As such, each 'supposal' was regressive, was a non-mandatory subject of bargaining, and was predictably unacceptable.

"12. Respondent was not prepared to offer any proposals or engage in further bargaining after Charging Party indicated that the two 'supposals' were unacceptable."

The formal hearing continued through December 10 and 11.

On December 15, UTLA filed a request for the Board itself to issue a decision pursuant to PERB Regulation 32320(a)(1).

On January 7, 2026, UTLA withdrew its request for injunctive relief without prejudice. OGC issued a letter acknowledging the withdrawal on January 8.

On January 12, the Board sent a letter to the parties notifying them that the record for the case had been submitted directly to the Board itself for decision pursuant to PERB Regulation 32320(a)(1).

The parties filed closing briefs on February 6 and reply briefs on February 13.

DISCUSSION

The amended complaint alleges claims for (1) per se bad faith bargaining; and (2) bad faith bargaining under the totality of circumstances test, as well as derivative interference claims. We consider each bad faith bargaining allegation in turn.

I. Bad Faith Bargaining – Per Se

In determining whether a party has violated its duty to meet and confer in good faith, PERB uses a "per se" test or a "totality of conduct" analysis, depending on the specific conduct involved. (*City of Arcadia* (2019) PERB Decision No. 2648-M, p. 34.) Per se violations generally involve conduct that violates statutory rights or procedural bargaining norms. (*Id*. at pp. 34-35.) Unlike the totality of conduct analysis, a per se violation requires no inquiry into the respondent's subjective intent or finding of bad faith. (*Fresno County In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-M, p. 15 (*Fresno*).) This is because certain acts have such a potential to frustrate negotiations that they are held unlawful without any determination

of subjective bad faith on the part of the actor. (*Pajaro Valley Unified School District* (1978) PERB Decision No. 51, p. 5.)

We find that Alliance engaged in per se bad faith bargaining when it: (1) refused to provide reasoned explanations for its rejection of the TAs; (2) refused to meet and negotiate during a critical period beginning in early September 2025; and (3) refused to make any proposals (instead making only supposals) when it eventually agreed to meet and negotiate.[10]

A. Refusal to Provide Reasoned Explanations

A refusal to offer some explanation or substantiation for one's position, where such information exists and has been requested, constitutes both an outright refusal to bargain and an indicator of bad faith under the totality of conduct test. (See *County of San Luis Obispo* (2015) PERB Decision No. 2427-M, p. 29 [noting that such conduct can amount to outright refusal to bargain]; *see also City of Davis* (2018) PERB Decision No. 2582-M, p. 19 [if "an argument is important enough to present in the give and take of bargaining, it is important enough to require some sort of proof of its accuracy," internal quotation marks and citation omitted]; *County of Tulare* (2015)

[10] By virtue of our findings, we expressly reject Alliance's assertion in its post-hearing brief that UTLA waived any claim that Alliance committed a per se bargaining violation. UTLA argued both bad faith bargaining theories in its post-hearing brief. Specifically, UTLA argued in Section III.A that Alliance had per se bargained in bad faith, and in Section III.B that Alliance had engaged in bad faith bargaining under the totality of circumstances. Although UTLA did not use the term "per se" violation, its supporting points centered on the per se violations we find, *post*, and its requested remedy is consistent with a per se theory. (*City of Montebello* (2016) PERB Decision No. 2491-M, pp. 8-10.) We necessarily reject Alliance's argument that UTLA was required to satisfy the unalleged violation doctrine, as allegations that Alliance committed per se violations are specified in the complaint.

PERB Decision No. 2461-M, adopting proposed decision at p. 9 ["The obligation to bargain in good faith requires the parties to explain the reasons for a particular bargaining position with sufficient detail to permit the negotiating process to proceed on the basis of mutual understanding" (internal quotation marks and citation omitted)]; *City of San Jose* (2013) PERB Decision No. 2341-M, p. 42 (*San Jose*) [allegation that employer refused to use substantive monetary figures when discussing its need for concessions indicated bad faith].)

The operative complaint alleges that Alliance's refusal to provide an explanation for its board's rejection of the TAs constituted a per se violation of the duty to meet and negotiate in good faith. In particular, paragraphs 6 and 7 allege that Alliance's board twice rejected the TAs and each time refused to provide UTLA a reasoned explanation in spite of UTLA's repeated requests. Paragraph 9 alleges, in part, that Alliance refused to respond substantively to any of UTLA's efforts between September 11 and October 21, 2025 to understand Alliance's negotiation position.

After each time Alliance's board rejected the TAs, first in July and then in September 2025, UTLA repeatedly asked Alliance to explain which aspects of the TAs its board found objectionable. UTLA did so by various means and on many fronts: by sending multiple demands for this information following each of the Alliance board meetings, by requesting (and being denied) an additional bargaining date prior to the September board meeting to help understand Alliance's concerns, and by raising the issue again and again during the November bargaining sessions. Each time UTLA asked Alliance to clarify its position or explain its concerns regarding the TAs after the failed ratification votes, Alliance deflected, generalized, or in several instances, simply

did not respond at all. Over the course of the more than four months between the first failed ratification vote in July and the bargaining sessions in November, Alliance did not once articulate to UTLA its specific concerns with the TAs it had negotiated.

Alliance's responses—initially, that it had "significant long-term concerns" and later, that it needed "financial flexibility"—did not suffice as an adequate substantiation for rejecting the TAs even under the most generous interpretation of its statements. First, leading up to the TAs, Alliance did not express any concerns about its long-term financial outlook or need for financial flexibility. The sole financial concern it reiterated in early 2025, toward the end of bargaining, was what it deemed "unsustainable precedents" with respect to retroactivity. Then, Alliance raised its alleged "significant long-term concerns" for the first time only after the July vote, while simultaneously offering UTLA a side agreement wherein it agreed to full retroactivity—the same key term that it refused to accept over months of negotiations with UTLA. Such a sudden new concern, combined with conduct that apparently belies any genuine financial concerns on Alliance's part, requires thorough explanation. Instead, when asked to explain, Alliance's responses were vague, offering no insights into its position with any specificity that UTLA could address through bargaining. In the course of its perfunctory responses, Alliance offered no documentation or other evidence to support its purported concerns, and it never identified with specificity what had allegedly changed.

For these reasons, we conclude that Alliance's refusal to adequately explain its repeated rejection of the TAs that the parties negotiated over the course of 15 months,

and which included multiple key provisions that Alliance insisted upon, was tantamount to an outright refusal to bargain.

B. Refusal to Meet and Negotiate

A party's steadfast refusal to meet and negotiate is a per se failure to bargain in good faith. (*City and County of San Francisco* (2023) PERB Decision No. 2858-M, p. 12; *City of Glendale* (2020) PERB Decision No. 2694-M, pp. 64-65 [finding that city's attempt to "keep stalling" negotiations was an outright refusal to bargain]; *Children of Promise Preparatory Academy* (2018) PERB Decision No. 2558, p. 26 [initial refusal to bargain was a per se violation of the duty to bargain].)

Here, Alliance engaged in multiple refusals to bargain, beginning with its disavowal of the bargaining dates to which it agreed in the Interim MOUs. On September 11, 2025, after Escalante notified UTLA that its board had voted against the TAs and would be changing its bargaining team, UTLA immediately asked whether Alliance was prepared to uphold its agreement to meet on the stipulated dates set in the Interim MOUs. Four days later, Alliance stated its refusal to honor the dates and offered no further information aside from reiterating a 30-day timeline to determine "next steps." UTLA again responded, making clear that Alliance's conduct was improper, and continued its attempts to engage Alliance to clarify its position with respect to the TAs through phone calls to Escalante. Escalante never responded. This was a flat refusal to bargain. Making matters worse, it violated the parties' ground rules agreement that they would bargain on two of three agreed-upon days and unilaterally insisted on a new ground rule—that the parties would not meet until

Alliance deemed itself ready. (See *City of Arcadia, supra,* PERB Decision No. 2648-M, p. 36 [unilateral insistence on ground rule is a per se failure to bargain in bad faith].)

Next, UTLA contacted Alliance on October 6, 7, 8, 13, and 14, 2025, to again request bargaining dates and an explanation for the board's rejection of the TAs. Alliance failed to respond, either deflecting by asking for more time or simply not responding at all. Finally, when UTLA once again e-mailed Alliance on October 21 to inquire about bargaining dates, Alliance responded. This was too little, too late. An outright refusal to bargain and concomitant change in ground rules is still a violation even if a party later agrees to bargain. (See, e.g., *City and County of San Francisco*, *supra*, PERB Decision No. 2858-M, p. 12; *City of Glendale*, *supra*, PERB Decision No. 2694-M, pp. 64-65; *Children of Promise Preparatory Academy*, *supra*, PERB Decision No. 2558, p. 26.)

C. Use of Supposals in Lieu of Proposals

While Alliance initially refused to meet at all beginning in September 2025 (as described *ante*, pp. 12-13 and discussed further *post*, pp. 27-28 and 32-33), even when Alliance finally agreed to meet, it offered only supposals in lieu of proposals. Supposals are not inherently lawful or unlawful; their legality depends on whether they are part of a tactic that constitutes either per se bad faith bargaining or constitutes an indicator of bad faith under the totality test.

The facts here present the most extreme possible use of supposals: Alliance chose to bargain using supposals only, with no proposals. That is very different from the more typical approach in which a party has already made actual proposals but, seeing no agreement, uses a supposal discussion to learn what types of solutions are

worth considering and what issues to raise with the party's principal. Alliance's non-standard use of supposals amounted to a refusal to make proposals, which is a fully independent, alternative ground for finding that its conduct in November 2025 constituted a per se violation.

II. Bad Faith Bargaining – Totality of Circumstances[11]

Under the totality of circumstances test for bad faith bargaining, a party is permitted to maintain a "hard bargaining" position on one or more issues, if the entire course of its bargaining conduct, both at the table and away from it, manifests good faith efforts toward reaching an overall agreement. (*City of San Ramon* (2018) PERB Decision No. 2571-M, pp. 7-8.) The ultimate question is whether the respondent's conduct, when viewed in its totality, was sufficiently egregious to frustrate negotiations. (*Id*. at p. 7.)[12]

A single indicator of bad faith, if egregious, can be a sufficient basis for finding that a party has failed to bargain in good faith. (*San Jose*, *supra*, PERB Decision No. 2341-M, p. 19.) However, PERB generally considers multiple factors, including the following potential bad faith indicia: (1) failing to respond to proposals in a timely

[11] The phrases "totality of the circumstances" and "totality of conduct" are interchangeable, and either phrase describes the operative test. (*County of Sacramento* (2020) PERB Decision No. 2745-M, p. 9, fn. 8.) While PERB frequently refers to bad faith bargaining under this test as "surface bargaining," that label does not limit the scope of the relevant factors to only those involving superficial bargaining conduct. (*Ibid*.)

[12] PERB also considers whether the charging party engaged in bad faith conduct to a degree that mitigates the respondent's bad faith conduct, if any. (*Fresno*, *supra*, PERB Decision No. 2418-M, p. 52.)

manner (*State of California (Department of Personnel Administration)* (1989) PERB Decision No. 739-S, pp. 4-5); (2) failing to explain a bargaining position in sufficient detail or to provide requested information supporting a bargaining position, without an adequate reason for such failure (*City of Davis*, *supra*, PERB Decision No. 2582-M, pp. 19-20; *San Jose*, *supra*, p. 42); (3) failing to vest negotiators with sufficient authority to conduct meaningful negotiations (*Oakland Unified School District* (1983) PERB Decision No. 326, p. 42 (*Oakland*)); (4) ignoring requests to meet face-to-face (*County of Merced* (2020) PERB Decision No. 2740-M, p. 18, fn. 13); (5) dilatory or evasive tactics, canceling meetings, failing to prepare adequately for negotiations, or failing to take one's bargaining obligation seriously (*Children of Promise Preparatory Academy*, *supra*, PERB Decision No. 2558, p. 26; *Oakland*, *supra*, pp. 33-34); (6) regressive bargaining (*County of Tulare* (2020) PERB Decision No. 2697-M, pp. 5-7); (7) reneging on tentative agreements or previously-agreed proposals (*Stockton Unified School District* (1980) PERB Decision No. 143, p. 31); (8) making predictably unacceptable proposals (*Oakland*, *supra*, p. 38); (9) concealing or misrepresenting facts (*Rio School District* (2008) PERB Decision No. 1986, p. 12); and (10) any other conduct that tends to frustrate negotiations without adequate reason.

Conduct sufficient to amount to one or more separate, contemporaneous unfair practices also indicates bad faith under the totality test. (*San Jose*, *supra*, PERB Decision No. 2341-M, pp. 21 & 43.) This includes both labor law violations away from the bargaining table and acts that could amount to a per se violation of the duty to bargain, such as Alliance's refusal to provide reasoned explanations for its rejection of

the TAs and its continued refusal to meet and negotiate.[13] (*City of Davis*, *supra*, PERB Decision No. 2582-M, p. 9.)

Based on the record in this case, multiple indicators establish that Alliance bargained in bad faith.[14]

First, Alliance's June 18, 2025 bargaining update to Gertz/Merkin bargaining unit members falsely blamed UTLA for its own governing board's failure to take action on the TAs during the June 11 board meeting. Alliance deceptively characterized UTLA's response to learning that the curfew might cut short the in-person meeting as indicating that it would be "inappropriate" for the board to act during a virtual meeting, although UTLA never took such a position. Misrepresenting facts evinces bad faith. (*County of Ventura* (2021) PERB Decision No. 2758-M, p. 37.)

---

[13] For us to consider conduct as a per se violation, the conduct must either appear in the complaint or satisfy the unalleged violation doctrine; in contrast, these principles do not apply to a claim of bad faith under the totality of the conduct, as the complaint need not allege all bad faith indicia the evidence may support (and the answer need not allege all countervailing factors). (*City of Davis*, *supra*, PERB Decision No. 2582-M, pp. 10-17.)

[14] Alliance argues that UTLA abandoned its bad faith bargaining claim under the totality of conduct through its opening statement, when its counsel stated that UTLA was not required to prove Alliance's subjective intent to prevail on its bad faith bargaining claims. This was a true statement given that the case involves both per se and totality of conduct claims, and we do not interpret UTLA counsel's statement as a waiver of either type of claim. We also do not sustain Alliance's assertion that it "litigated the case based on UTLA's representations," by which it means it only litigated per se claims. Among other reasons for reaching this conclusion, the ALJ granted UTLA's motion to amend the complaint at the end of the first day of hearing, resulting in the second amended complaint that includes both the per se and totality of circumstances bargaining allegations. Alliance was therefore on notice of UTLA's claims and had an adequate opportunity to litigate them.

In early September 2025, UTLA contacted Alliance to set up a bargaining session ahead of Alliance's board meeting on September 10. UTLA sought to understand what issues remained for Alliance to ensure the parties addressed them before the vote and no obstacles would remain for the board to ratify the TAs. Alliance declined, and when UTLA reiterated its request, Alliance went silent until after the board meeting. These dilatory and evasive tactics indicate a lack of good faith. (*Gonzales Union High School District* (1985) PERB Decision No. 480, adopting proposed decision at pp. 38-39; *Oakland*, *supra*, PERB Decision No. 326, pp. 33-34.)

After the failed September vote, Alliance decided to change its bargaining team, remove the prior negotiators from bargaining entirely, and staff it with new lead negotiators. It explained this action by referring vaguely to "unprecedented events of these past months" and a need for changes. A change in negotiators during negotiations is not inherently problematic or indicative of bad faith. However, Alliance's sudden change in lead negotiators, removal of all team members with knowledge of the TAs, refusal to staff a team in time for the stipulated late September bargaining sessions, extended delay in agreeing to meet with UTLA, and insistence on "opening negotiations," viz., starting to bargain from scratch, in aggregate, indicate Alliance lacked good faith. (*Anaheim Union High School District* (2015) PERB Decision No. 2434, adopting proposed decision at p. 67 [duty to bargain is revived after a party rejects a TA].) Moreover, notwithstanding Alliance's alleged need for change, its bargaining team shakeup did not end Alliance's relationship with Escalante, its initial lead negotiator, as he remains its legal counsel in the instant case. This fact, combined with Escalante's steadfast refusal to provide information about what led the

Alliance board to twice vote down the TAs, highlights the extent to which Alliance thwarted good faith negotiations.

Further indicia of bad faith relevant to this case are canceling bargaining dates, failing to prepare adequately for negotiations, and failing to take one's bargaining obligation seriously. (*Children of Promise Preparatory Academy* (2018) PERB Decision No. 2558, p. 26; *Oakland*, *supra*, PERB Decision No. 326, pp. 33-34.) Alliance not only reneged on its agreement to bargain two out of three dates in September 2025, but then its new negotiators did not diligently take over bargaining. Instead, when they responded at all, they admitted they were unprepared to resume negotiations.

The record also establishes regressive bargaining. After the Alliance board voted down the parties' TAs, Alliance took new bargaining positions that were, in aggregate, less favorable to UTLA than Alliance's prior position, i.e., the TAs. But Alliance failed to prove by a preponderance of the evidence that changed circumstances warranted taking such positions that moved the parties further away from resolution. (See *County of Tulare*, *supra*, PERB Decision No. 2697-M, pp. 5-7.) Even after accounting for the Interim MOUs, we conclude that Alliance took a regressive position. While offsetting improvements in the Interim MOU are certainly relevant, they do not remotely balance out allowing Alliance to decrease bargaining unit employees' pay by any amount and at any time, while leaving unrepresented employees' pay the same. Indeed, that right would allow Alliance to reverse the Interim MOU's wage increases, and institute further cuts, making the overall package highly regressive.

To the extent Alliance offered any explanation for its regressive supposals, its purported need for more flexibility—due to hypothetical concerns such as potential increased costs for health and welfare benefits, funding fluctuations, and the economy in general—was not an objectively reasonable explanation because it was unsupported by actual evidence at hearing. Rather, these arguments were merely recitations of speculative risks that theoretically exist any time parties bargain for a contract.

Alliance also cannot defend against regressive bargaining merely by pointing to its use of supposals or its governing board's repeated votes against the parties' TAs. First, it would be a regressive bargaining position to return to bargaining with no proposals at all, when previously there was a full tentative agreement. And we cannot ignore the content of the supposals which, as discussed above, moved the parties further away from agreement by suggesting Alliance needed the right to cut employee pay at any time, by any amount. Nor does Alliance succeed in its circular argument that there were changed circumstances because its governing board had voted down the TAs. As noted in *City of Palo Alto* (2019) PERB Decision No. 2664-M, if an employer or union governing board votes against approval, such conduct is evaluated under established regressive bargaining principles, meaning the party must prove changed economic circumstances. (*Id*. at p. 6, fn. 5 [also noting that were this not the case, the party would be admitting its bargaining agents did not have adequate authority, which is equally a violation].) Thus, fundamental labor law principles undercut any argument that the governing board's action, by itself, constituted changed economic circumstances. To the extent Alliance cited federal immigration

enforcement (and protests thereof) or other governmental actions, Alliance failed to introduce evidence showing how those actions impacted its budgetary situation.

Further, Alliance's supposals were also predictably unacceptable because they removed the parity provisions from the TAs and gave Alliance unfettered discretion to lower unit members' compensation and health benefits, paying them less than unrepresented workers. (*Children of Promise Preparatory Academy*, *supra*, PERB Decision No. 2558, pp. 33-34; *City of Roseville* (2016) PERB Decision No. 2505-M, p. 31; see *National Labor Relations Bd. v. A-1 King Size Sandwiches, Inc.* (1984) 732 F.2d 872, 877, enforcing *A-1 King Size Sandwiches, Inc.* (1982) 265 NLRB 850 [bad faith inferred from employer's insistence on proposals that were "so unusually harsh and unreasonable that they are predictably unworkable"][15].) Indeed, Alliance's shifting positions regarding parity constitute an egregious instance of bad faith. Throughout negotiations, Alliance adamantly insisted that parity was a must-have demand. UTLA eventually conceded, leading to the TAs, only to have Alliance move the goalposts by disavowing parity and insisting on the right to pay union-represented workers less.

Alliance's per se violations are separate, contemporaneous unfair practices that serve as additional indicators of bad faith bargaining under the totality of circumstances test. (*San Jose*, *supra*, PERB Decision No. 2341-M, p. 21.) Thus, Alliance's refusals to provide reasoned explanations for its two-time rejection of the

[15] California public sector labor relations precedent frequently protects employee and union rights to a greater degree than does federal precedent governing private sector labor relations, and PERB accordingly considers federal precedent only for its potential persuasive value. (*City and County of San Francisco* (2025) PERB Order No. Ad-532-M, p. 7.)

TAs and presentation of supposals in lieu of proposals further evidenced bad faith. (*San Jose*, *supra*, PERB Decision No. 2341-M, p. 42 [employer's refusal to discuss, in substantive monetary figures, its need for particular concessions raised an inference that the employer was intent on reaching impasse and imposing concessionary terms "without explaining its opposition 'in sufficient detail to permit the negotiating process to proceed on the basis of mutual understanding'" (internal citation omitted)]; see also *City of San Ramon*, *supra*, PERB Decision No. 2571-M, p. 8; *City of Davis*, *supra*, PERB Decision No. 2582-M, pp. 19-20.)

Essential context for assessing these facts is that the entirety of Alliance's bad faith bargaining occurred during first-contract bargaining. In this context, PERB closely scrutinizes bargaining behavior because bad faith bargaining conduct during negotiations for an initial contract typically has a more deleterious effect on employee support for a nascent union than it would in a well-established collective bargaining relationship. (*Gompers Preparatory Academy* (2020) PERB Order No. Ad-481, pp. 5-8.) Alliance's multiple bad faith acts are amplified in these circumstances.

III. Alliance's Defenses

Alliance offers several defenses to the bad faith bargaining claims. We dispensed with the procedural arguments, *ante* at p. 24, fn. 10 and p. 31, fn. 14. As we proceed to explain, insofar as we can construe certain of Alliance's arguments as defenses, we also reject Alliance's defenses on the merits, namely, that it did not need to provide a reasoned explanation for rejecting the TAs; that it could reject the TAs indefinitely without any reason; and that a party's conduct during the TA ratification process should be considered distinct from its conduct during bargaining.

First, Alliance relies heavily on *City of Lincoln* (2012) PERB Decision No. 2284-M (*Lincoln*) to support its argument that it did not need to provide any explanation for its failure to ratify the TAs. *Lincoln* is inapposite here for multiple reasons. We explain.

In *Lincoln*, *supra*, PERB Decision No. 2284-M, the union and employer reached a TA that the union presented to its membership for ratification. (*Id*. at p. 2.) The membership rejected the TA, and the parties negotiated for and reached a second TA, which the members also rejected. (*Ibid*.) The parties eventually reached a third TA and the unit subsequently ratified it. (*Id*. at p. 3.) The city placed the third TA on the city council meeting agenda, recommending that the city council consider "authorizing" the city manager to enter into a new MOU with the union. (*Ibid*.) A city representative stated that the use of the term "authorize" rather than "approve" was intentional because staff was not confident that the city council would approve the TA. (*Ibid*.)

At the council meeting, the council members discussed the TA in open session. (*Lincoln*, *supra*, PERB Decision No. 2284-M, p. 3.) One council member stated that while the TAs reflected good effort and work, more work had yet to be done. (*Ibid*.) The council directed staff to continue to work with the union to reach a comprehensive agreement to which the council could agree, but the council did not take a formal vote on the TA. (*Ibid*.) Although the city continued to offer to meet and negotiate with the union to reach a new TA, the parties did not hold any additional bargaining sessions. (*Ibid*.)

The Board affirmed the ALJ's dismissal of the bad faith bargaining allegation, concluding that the council made a "determination" consistent with section 3505.1 of

the Meyers-Milias-Brown Act (MMBA; Gov. Code, § 3500 et seq.), a provision not present in EERA.[16] (*Id.* at p. 5.) In reaching its conclusion, the Board explained that the councilmembers had expressed a need for further negotiations, thereby signifying their disapproval of the third TA. (*Ibid*.) As to the union's assertion that the council was required to do more than merely indicate its disapproval and needed to give specific guidance to the union, the Board found that the MMBA did not contain such a requirement. (*Ibid*.) It concluded: "Had the City Council simply voted to reject the tentative agreement, it would not have needed to provide any reasons or directive." (*Id*. at p. 6.)

Just twelve months after *Lincoln*, *supra*, PERB Decision No. 2284-M, the Legislature enacted AB 537, amending section 3505.1 to read as follows: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts

[16] As discussed *post*, the Legislature substantially amended MMBA section 3505.1 in 2013, thereby partially overruling *Lincoln*, *supra*, PERB Decision No. 2284-M. Prior to this rewrite, section 3505.1 provided: "If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination." (*Lincoln*, *supra*, p. 4.)

the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The Legislature's amendments to section 3505.1 partially overruled *Lincoln* by specifically exposing an employer to unfair practice liability based on the employer's governing board rejecting a tentative agreement, with or without other associated conduct. As we held in *City of Palo Alto*, *supra*, PERB Decision No. 2664-M, such potential liability includes claims based on regressive bargaining or failing to vest negotiators with sufficient authority. (*Id*. at p. 6, fn. 5; cf. *Alhambra City and High School Districts* (1986) PERB Decision No. 560, p. 14 & fn. 10; *Chino Valley Unified School District* (1999) PERB Decision No. 1326, pp. 5-6.)[17] And as we hold today, such potential unfair practice exposure also includes rejecting a tentative agreement with insufficient explanation to the union.

EERA contains no provision comparable to section 3505.1. While arguably this made *Lincoln* inapposite even before the Legislature amended section 3505.1, as noted above the amendment brought the MMBA in line with existing EERA precedent. This alignment draws further support from Supreme Court precedent, which holds that

[17] Further support comes from the legislative history for AB 537, which explained that "too many governing bodies" were rejecting tentative agreements after the parties' negotiators "expended considerable time and resources" in bargaining, and the new provision would help uphold "the requirement that negotiators possess sufficient authority to bind their principals to an agreement." (Assem. Conc. in Sen. Amends. to Assem. Bill No. 537 (2013–2014 Reg. Sess.) as amended Sept. 6, 2013, pp. 2-3.) Moreover, even before the Legislature partially overruled *Lincoln*, the Board in *Lincoln* did not consider whether the employer's negotiators must prove changed circumstances to support a subsequent regressive proposal. (See *Riverside County Sheriff's Dep't. v. Stiglitz* (2014) 60 Cal.4th 624, 641 [decisions are not authority for propositions not considered].)

EERA and the MMBA are "part of a larger system of law for the regulation of public employment relations," and the Legislature intended that PERB interpret these laws to establish "a coherent and harmonious system of public employment relations laws." (*Coachella Valley Mosquito & Vector Control Dist. v. California Public Employment Relations Bd.* (2005) 35 Cal.4th 1072, 1089-1090.) Accordingly, we interpret EERA and the MMBA comparably except where statutory language and history reveal a clear intent that they be interpreted differently. (*City of Bellflower* (2021) PERB Decision No. 2770-M, pp. 15-16.) Here, there is no cause to treat the statutes differently, as AB 537 largely brought the MMBA in line with existing unfair practice precedent on issues such as regressive bargaining.[18]

For all these reasons, we reject Alliance's defense based on *Lincoln*, *supra*, PERB Decision No. 2284-M.

Similarly, we reject Alliance's contention that "[i]f the parties hold the requisite intent to reach agreement, the agreement may be forestalled forever by either 'good or bad reasons, or no reason at all.'" This assertion is plainly incorrect and based on a mischaracterization of *City of Placentia* (1976) 57 Cal.App.3d 9, 23, as quoted in *Fresno*, *supra*, PERB Decision No. 2418-M, p. 50. In discussing the interplay between good faith and hard bargaining, the court stated in *City of Placentia*, *supra*, 57 Cal.App.3d 9: "[T]he employer may have either good or bad reasons, or no reason at all, for insistence on the inclusion or exclusion of a proposed contract term. If the insistence is genuinely and sincerely held, if it is not mere window dressing, it may be

[18] Section 3505.1 remains unique among the collective bargaining statutes we enforce in establishing a 30-day deadline for the governing board to act.

maintained forever though it produce a stalemate . . .” (*Id*. at p. 23, quoting *NLRB v. Herman Sausage Co.* (5th Cir. 1960) 275 F.2d 229, 231-232 (internal quotation marks omitted) (*Herman Sausage Co.*).)[19] Thus, *City of Placentia* affirmed a party’s right to maintain an inflexible *position* indefinitely provided it is fairly maintained and rationally supported. (*Fresno*, *supra*, p. 50.) It did not endorse a party’s effort to forestall an agreement indefinitely without *any* reason. Here, rather than hard bargaining, we find that Alliance’s tactics “conceal[ed] a purposeful strategy to make bargaining futile or fail.”

In addition, we dispense with Alliance’s false dichotomy between a party’s conduct during bargaining and a party’s conduct during the TA ratification process. Good faith bargaining demands that the *entire* course of parties’ bargaining conduct, both at the table and away from it, manifests good faith efforts toward reaching an overall agreement. (*City of San Ramon*, *supra*, PERB Decision No. 2571-M, pp. 7; *City of San Jose*, *supra*, PERB Decision No. 2341-M, pp. 22-23; cf. *San Bernardino County Superintendent of Schools* (2024) PERB Decision No. 2934, pp. 15-16 [in evaluating a claimed failure to participate in good faith in impasse resolution procedures, PERB

[19] The Fifth Circuit continued as follows in *Herman Sausage Co.*, *supra*, 275 F.2d 229: “‘On the other hand while the employer is assured these valuable rights, he may not use them as a cloak. In approaching it from this vantage, one must recognize as well that bad faith is prohibited though done with sophistication and finesse. Consequently, to sit at a bargaining table, or to sit almost forever, or to make concessions here and there, could be the very means by which to conceal a purposeful strategy to make bargaining futile or fail. Hence, we have said in more colorful language it takes more than mere ‘surface bargaining,’ or ‘shadow boxing to a draw,’ or ‘giving the Union a runaround while purporting to be meeting with the Union for purpose of collective bargaining.” (*Id*. at p. 232.)

applies the same per se and totality of conduct tests that govern bad faith bargaining claims] and *Regents of the University of California* (2026) PERB Decision No. 3010-H, pp. 5-8 [same].) Alliance cannot separate its bargaining for a first contract from ratification of that contract.

Likewise, we do not find merit to Alliance's argument that UTLA's execution of the Interim MOUs estops UTLA from alleging that Alliance failed to bargain in good faith. Alliance argues that since UTLA received the benefit of the Interim MOU, it cannot dispute Alliance's good faith in bargaining up to and including July 31, 2025, the date the parties executed the Interim MOUs. The gravamen of UTLA's bad faith bargaining allegations concern Alliance's refusal to ratify the TAs, first on July 10, 2025, and next on September 10, 2025, and its subsequent conduct. Even if the recitals in the Interim MOUs could bind UTLA as to conduct through July 31, 2025, nothing in the recitals comes close to approaching a waiver of UTLA's right to challenge Alliance's conduct *after* that date. (*Modoc County Office of Education* (2019) PERB Decision No. 2684, p. 11 ["waiver of statutory rights must be 'clear and unmistakable,' and the evidence must demonstrate an 'intentional relinquishment' of a given right"].) There is ample evidence of Alliance's bad faith post-dating the Interim MOUs to find that it violated its statutory obligations under EERA.

We conclude that the totality of circumstances indicates Alliance failed and refused to meet and negotiate in good faith with UTLA, and that Alliance has no defense for its conduct. Furthermore, Alliance's bargaining violations derivatively interfered with protected union and employee rights. (*City and County of San Francisco*, *supra*, PERB Decision No. 2858-M, p. 14, fn. 8.)

REMEDY

The Legislature has vested PERB with broad authority to decide what remedies are necessary to effectuate the purposes and policies of California's labor relations laws. (*Mt. San Antonio Community College Dist. v. Public Employment Relations Bd.* (1989) 210 Cal.App.3d 178, 189.) PERB remedies must serve the dual purposes of compensating for the harm a violation causes and deterring further violations. (*County of San Joaquin v. Public Employment Relations Bd.* (2022) 82 Cal.App.5th 1053, 1068.)

A "properly designed remedial order seeks a restoration of the situation as nearly as possible to that which would have obtained but for the unfair labor practice." (*Modesto City Schools* (1983) PERB Decision No. 291, pp. 67-68.)[20] PERB remedies should normally expunge the consequences of an unfair practice and restore the "status quo that would have obtained but for the respondent's wrongful act." (*County of Kern & Kern County Hospital Authority* (2019) PERB Decision No. 2659-M, p. 26.) PERB therefore attempts to "'recreate the conditions and relationships that would have been had there been no unfair labor practice,' even when doing so necessarily

[20] PERB tailors remedies commensurate to the conduct and resulting harm. (*Regents of the University of California* (2021) PERB Decision No. 2755-H, pp. 55-56; *Alliance College-Ready Public Schools et al.* (2017) PERB Decision No. 2545, pp. 16-18 [non-customary remedies are "appropriate in a variety of circumstances, including: where conduct was egregious, intentional, systematic, or repeated; or whenever customary remedies are insufficient, including but not limited to as a result of the nature of the conduct, workforce language or literacy issues, or significant time has passed since the violation"].)

entails some degree of uncertainty as to the precise relationships." (*City of Pasadena* (2014) PERB Order No. Ad-406-M, p. 13.)

A successful charging party can normally recover damages for any direct or foreseeable harms resulting in material part from a violation. (See, e.g., *Palomar Health* (2024) PERB Decision No. 2895-M, pp. 63-67 [legal expenses related to defending against employer's lawsuit seeking to enjoin certain union activity]; *City and County of San Francisco* (2024) PERB Decision No. 2891-M, p. 26 [potential recovery of costs resulting from failure to provide information]; *City and County of San Francisco*, *supra*, PERB Decision No. 2858-M, p. 17 [bargaining costs]; *Victor Valley Union High School District* (2022) PERB Decision No. 2822, pp. 23-24 [cost of deposition defense]; *Alliance II*, *supra*, PERB Decision No. 2809, pp. 14 & 31-32 [organizing and bargaining costs materially caused by unfair practice]; *Bellflower Unified School District* (2022) PERB Decision No. 2544a, pp. 46-50 [lost dues]; *Sacramento City Unified School District* (2020) PERB Decision No. 2749, p. 21 [attorney fees for litigating petition to compel arbitration necessitated by employer's violation]; *City of San Diego* (2019) PERB Decision No. 2464a-M, p. 4 [fees for litigating quo warranto suit to rescind voter initiative unlawfully placed on the ballot]; *Omnitrans* (2009) PERB Decision No. 2030-M, p. 30 [fees union paid for defense of criminal case resulting from employer's unfair practice].)

Because there is inevitable uncertainty as to what would have occurred absent unlawful conduct, make-whole relief typically relies on estimates—which are a better option than allowing unfair practices to go without a fully effective remedy. (*City and County of San Francisco*, *supra*, PERB Decision No. 2858-M, pp. 14-15.) Provided

that an estimate has a rational basis and is not so excessive as to be punitive, it appropriately serves both a compensatory and deterrent function. (*Pasadena Area Community College District* (2024) PERB Order No. Ad-518, p. 14.) But the charging party must support such estimates by establishing in compliance proceedings the nature and extent of compensable harms that resulted in material part from the respondent's violations. (*Id*. at p. 15.)

In addition to recovering for direct and foreseeable harms, a successful charging party may recover damages for any increased bargaining or representation costs, resource diversion, or waste of resources resulting in material part from a violation. (See, e.g., *City and County of San Francisco*, *supra*, PERB Decision No. 2891-M, pp. 24-25, citing *City and County of San Francisco*, *supra*, PERB Decision No. 2858-M, pp. 15-17 and *Alliance II*, *supra*, PERB Decision No. 2809, pp. 14, 31-32 & 34.) Such damages include the cost of activities seeking to stave off, lessen, remedy, or counteract a violation (*City and County of San Francisco*, *supra*, PERB Decision No. 2891-M, p. 24), including payments made for consulting with an attorney, and/or an attorney's appearance at the bargaining table or in another representational context. (*Sacramento City Unified School District*, *supra*, PERB Decision No. 2749, p. 13.) However, such damages normally do not include attorney fees or costs incurred in litigating the unfair practices at issue, unless a successful party can show that its opponent maintained a position, or engaged in another action, that was without arguable merit and pursued in bad faith. (*Id.* at p. 11.)

We have already found Alliance to have engaged in unlawful technical refusals to bargain in prior cases. (*Alliance College-Ready Public Schools* (2023) PERB

Decision No. 2879, p. 2; *Alliance II*, *supra*, PERB Decision No. 2809, pp. 2-3.) Alliance appealed our decision in *Alliance II*, *supra*, PERB Decision No. 2809, only to have its petitions denied at the court of appeal (*Alliance Judy Ivie Burton Technology Academy High School v. Public Employment Relations Bd.* (B319352, review den. Sept. 11, 2023)) and Supreme Court (*Alliance Judy Ivie Burton Technology Academy High School v. Public Employment Relations Bd.* (S281925, review den. Nov. 15, 2023)). Alliance's conduct in this case is therefore particularly egregious because its statutory obligation to recognize and bargain with UTLA as the exclusive representative of bargaining units at Burton Tech and Gertz/Merkin has been long settled. Yet, as the tail end of the first round of bargaining ultimately revealed, after the parties painstakingly negotiated terms and settled on TAs, Alliance continued to delay, obfuscate, and engage in gamesmanship.

For these reasons, we exercise our discretion to craft a remedy appropriate to the harms in this case. Those include customary remedies for bad faith bargaining, namely, an order to: cease and desist the unlawful conduct, post a notice of the violation, bargain with UTLA in accordance with a prescribed schedule, and make employees whole for any losses suffered as a result of the violation. (*Imperial Irrigation District* (2023) PERB Decision No. 2861-M, pp. 64-68; *City of Montebello*, *supra*, PERB Decision No. 2491-M, pp. 8-10; see also *Tri-Fanucchi Farms v. Agricultural Labor Relations Bd.* (2017) 3 Cal.5th 1161, 1168 & 1171 [Board's remedial powers are "necessarily broad" and it holds discretion to impose make-whole relief on a case-by-case basis].)

Here, make-whole relief includes the monetary difference for any harms resulting from amounts bargaining unit employees would have earned or received under the TAs less amounts they earn under the current status quo, in addition to reimbursement for UTLA's bargaining costs, resource diversion, or waste of resources resulting in material part from Alliance's violations. (*Tri-Fanucchi Farms v. Agricultural Labor Relations Bd.*, *supra*, 3 Cal.5th 1161, 1171 [make-whole relief appropriate for employees impacted by bad faith bargaining, based on consideration of "previous interactions between the employer and the union" and harm done to employees].) Backpay (if any) should commence from the date the tentative agreements would have taken effect, January 1, 2025. Appropriate make-whole relief here also includes ordering Alliance to restore the status quo by placing Articles 1 through 24 of the Burton Tech TA and Gertz/Merkin TAs back on the table, at UTLA's request. (*City of San Gabriel* (2020) PERB Decision No. 2751-M, p. 32; *City of Palo Alto*, *supra*, PERB Decision No. 2664-M, p. 5.) These remedies are distinct from imposing contractual terms on parties, or from ordering a bargaining party to make a proposal that it never previously offered. (*George Arakelian Farms, Inc. v. Agricultural Labor Relations Bd.* (1989) 49 Cal.3d 1279, 1286, fn. 3; *City of San Gabriel*, *supra*, pp. 32-33; *City of Palo Alto*, *supra*, p. 3.)[21] And these remedies are needed, in combination, to restore UTLA's bargaining position to where it would be absent Alliance's bad faith bargaining

[21] UTLA requests that the Board order Alliance's board to "ratify and execute the TAs (including with a one-year term, updated to the current calendar year)." We decline to do so in light of the unique terms of the interim MOU that the parties reached.

violations, return the parties to bargaining from the parity model that was the defining feature of the TAs, and create a level playing field for future bargaining.

Our order affords UTLA some discretion regarding its preferred method of remedying Alliance's violation, since "[w]hether a change is beneficial or detrimental to the employees is a decision reserved to the employees as represented by their union." (*County of Kern* (2018) PERB Decision No. 2615-M, p. 12, citing *Solano County Employees' Assn. v. County of Solano* (1982) 136 Cal.App.3d 256, 262 (internal quotation marks omitted); *City of San Gabriel*, *supra*, PERB Decision No. 2751-M, p. 33.) We thus allow UTLA to elect whether to have Alliance restore the status quo in bargaining.

UTLA requests that, if the Board does not order Alliance to ratify the TAs, that it order that Alliance "(1) . . . only consider presently existing objective economic circumstances outside of Alliance's control, (2) that it could only consider those circumstances to the extent that they had *not* existed at the time that Alliance agreed to the TAs, and (3) that it could not reject the TAs unless there was an objective financial reason beyond Alliance's control for why parity would not provide sufficient flexibility during the term of the contract. [The Board] would also have to require that Alliance immediately provide a sworn statement regarding the information that it had considered in taking a third ratification vote." However, in ordering Alliance to cease and desist from failing to and refusing to meet and negotiate in good faith with UTLA, our order goes beyond these specific parameters and requires Alliance to participate in bargaining in good faith. Moreover, should the prescriptive measures UTLA

requests become necessary, PERB can use compliance proceedings to impose these requirements, or any others necessary to enforce the Board's order.[22]

ORDER

Upon the foregoing findings of fact and conclusions of law, the Public Employment Relations Board (PERB) finds that Alliance College-Ready Public Schools (Alliance) violated the Educational Employment Relations Act (EERA), Government Code section 3540 et seq. and PERB Regulations when it failed to meet and negotiate in good faith with United Teachers Los Angeles (UTLA).

Pursuant to section 3541.3 of the Government Code, we order Alliance, its governing board, and its representatives to:

A. CEASE AND DESIST FROM:

1. Failing and refusing to meet and negotiate in good faith with UTLA.

2. Interfering with protected employee and union rights.

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

1. Upon request by UTLA, within 10 workdays after this decision is no longer subject to appeal, offer to restore the status quo by placing Articles 1 through 24 of the Alliance Judy Ivie Burton Technology Academy High School tentative agreement and Articles 1 through 24 of the Alliance Gertz-Ressler/Richard

[22] In light of the uniquely insidious harms flowing from Alliance's bad faith bargaining violations in the context of first-contract bargaining, we note that this case could be suitable for OGC to seek a preliminary injunction to enforce the Board's bargaining order pending any appeal of this Board decision by Alliance. (See EERA, § 3542(c).) We leave to OGC to determine if such relief is appropriate.

Merkin 6-12 Complex tentative agreement, both ratified by their respective membership in April 2025, back on the table.

2. Upon request by UTLA, adhere to a bargaining schedule of at least one weekly face-to-face bargaining session, and submit regular progress reports on the status of negotiations to PERB's Office of the General Counsel (OGC) as directed by OGC.

3. Make UTLA and affected employees whole, including but not limited to paying them the monetary difference for any harms resulting from amounts bargaining unit employees would have earned or received under the tentative agreements less amounts they earn under the current status quo, in addition to reimbursing UTLA for its bargaining costs, resource diversion, or waste of resources resulting in material part from Alliance's violations. Backpay (if any) should commence from January 1, 2025 and continue until the parties mutually ratify a written agreement, or Alliance lawfully imposes terms following good faith negotiations and completion of any applicable statutory impasse resolution procedures.

4. Augment any amounts due by providing interest accrued to the date of payment at an annual rate of seven percent, compounded daily.

5. Within 10 workdays after this decision is no longer subject to appeal, post at all work locations where notices to UTLA-represented employees are posted, copies of the Notice attached hereto as an Appendix. An authorized agent of Alliance must sign the Notice, indicating that Alliance will comply with the terms of this Order. Alliance shall maintain the posting for a period of 30 consecutive workdays. Alliance shall take reasonable steps to ensure that the Notice is not reduced in size,

altered, defaced, or covered with any other material. In addition to physically posting this Notice, Alliance shall communicate it by electronic message, intranet, internet site, and other electronic means Alliance uses to communicate with UTLA-represented employees.[23]

6. Notify OGC of the actions it has taken to follow this Order by providing written reports as directed by OGC and concurrently serving such reports on UTLA.

Members Krantz, Paulson, and Krausse joined in this Decision.

[23] Either party may ask OGC to alter or extend the posting period, require further notice methods, or otherwise supplement or adjust this Order to ensure adequate notice. Upon receipt of such a request, OGC shall solicit input from all parties and, if warranted, provide amended instructions to ensure adequate notice.

APPENDIX

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-7047-E, *United Teachers Los Angeles v. Alliance College-Ready Public Schools*, in which all parties had the right to participate, the Public Employment Relations Board found that Alliance College-Ready Public Schools (Alliance) violated the Educational Employment Relations Act (EERA), Government Code section 3540 et seq.

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

A. CEASE AND DESIST FROM:

1. Failing and refusing to meet and negotiate in good faith with United Teachers Los Angeles (UTLA).

2. Interfering with protected employee and union rights.

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

1. Upon request by UTLA, within 10 workdays after this decision is no longer subject to appeal, offer to restore the status quo by placing Articles 1 through 24 of the Alliance Judy Ivie Burton Technology Academy High School tentative agreement and Articles 1 through 24 of the Alliance Gertz-Ressler/Richard Merkin 6-12 Complex tentative agreement, both ratified by their respective membership in April 2025, back on the table.

2. Upon request by UTLA, adhere to a bargaining schedule of at least one weekly face-to-face bargaining session, and submit regular progress reports on the status of negotiations to PERB's Office of the General Counsel (OGC) as directed by OGC.

3. Make UTLA and affected employees whole, including but not limited to paying them the monetary difference for any harms resulting from amounts bargaining unit employees would have earned or received under the tentative agreements less amounts they earn under the current status quo, in addition to reimbursing UTLA for its bargaining costs, resource diversion, or waste of resources resulting in material part from Alliance's violations. Backpay (if any) should commence from January 1, 2025 and continue until the parties mutually ratify a written

agreement, or Alliance lawfully imposes terms following good faith negotiations and completion of any applicable statutory impasse resolution procedures.

4. Augment any amounts due by providing interest accrued to the date of payment at an annual rate of seven percent, compounded daily.

Dated: _____ ALLIANCE COLLEGE-READY PUBLIC SCHOOLS

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.