Case No. S293922 No Fee (Gov. Code, § 6103)

IN THE SUPREME COURT
STATE OF CALIFORNIA

ROCKLIN UNIFIED SCHOOL DISTRICT,

Petitioner,

v.

PUBLIC EMPLOYMENT RELATIONS BOARD,

Respondent,

ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION,

Real Party in Interest.

After an Order of the Court of Appeal, Third Appellate District,
Summarily Denying Petition for Writ of Extraordinary Relief
Court of Appeal No. C103184
PERB Decision No. 2939 (PERB Case No. SA-CE-3136-E)

ANSWER TO PETITION FOR REVIEW

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INTRODUCTION

In this case, the Public Employment Relations Board found that the Rocklin Unified School District violated the Educational Employment Relations Act (EERA or Act; Gov. Code, § 3540 et seq. (all undifferentiated references are to the Government Code)) when it adopted a policy requiring teachers and counselors to inform parents when their student requested to use a name or pronouns, or access facilities or activities, that do not align with the student's biological sex or gender. The Board concluded that the policy changed teachers' and counselors' job duties, meaning the District was required to negotiate with their exclusive representative, the Rocklin Teachers Professional Association, before adopting the policy.

The District petitions for review of the Court of Appeal's summary denial of the writ petition challenging the Board's decision, but its petition lacks the most basic element: "a concise, nonargumentative statement of the issues presented for review." (Cal. Rules of Court, rule 8.504(b)(1).) And while the District briefly acknowledges this Court's function to settle important questions of law (Petn. for Review (Petn.) 9), the petition for review merely rehashes the issues from the District's unsuccessful writ petition, without explaining why those issues merit the Court's attention (Petn. 19).

The District's petition should be rejected on that basis alone, but it fails for another reason. State law unequivocally prohibits the District's parental notification policy. In response to parental notification policies adopted by several school

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districts, including this one, the Legislature adopted the Support Academic Futures and Educators for Today's Youth (SAFETY) Act (Assem. Bill No. 1955 (2023-2024 Reg. Sess.)), which prohibits public school districts from adopting or enforcing this type of parental notification policy. As a result, even if the Court were to grant the District's petition and find, on the merits, that the Board's interpretation of EERA is clearly erroneous, the District's policy would remain invalid.

Because the District cannot demonstrate any basis for review, the petition should be denied.

BACKGROUND

I. Facts

A. Teacher and Counselor Job Duties

The Association is the exclusive representative of a bargaining unit of certificated District employees, which includes Kindergarten through Grade 12 classroom teachers and guidance counselors. (AR:I:11; II:900, 904 (administrative record citations are abbreviated "AR:[volume number]:[page number]").)

1. Classroom Teacher Job Duties

Among other duties, classroom teachers are typically required to do the following:

- "Provide a learning environment that allows for individual differences and respect for the dignity and worth of each student."
- "Develop goals and prepare and implement specific objectives for class according to Board Policies and

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Administrative Regulations. Goals are to be consistent with the philosophy of goals for the district."

- "Develop and implement lesson plans which are consistent with district policy and guidelines."
- "Maintain a behavioral climate in the classroom conducive to learning."
- "Communicate with students and parents on the educational and social progress of the student; interpret the school program to parents and students."
- "Adhere to the California Education Code, Title V, and carry out Board Policies and Administrative Procedures."
- "Abide by professional ethics standards established by Board Policy."
- "Demonstrate mutual respect and dignity."
- "Prepare required forms, maintain accurate pupil academic records, attendance records, and cumulative student progress and achievement records and reports."
- "Assume the responsibility for the safety and welfare of students."

(AR:II:900-901.)

2. Guidance Counselor Job Duties

According to the District's job description, a guidance counselor, among other duties:

- "Advises students, parents, and guardians for the purpose of providing information of students' academic progress."

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- "Coordinates with teachers, resource specialists and/or community (e.g., courts, child protective services, etc.) for the purpose of providing requested information, gaining needed information, and/or making recommendations."
- "Counsels students, parents, and guardians for the purpose of enhancing student success in school."
- "Monitors student records for the purpose of developing plans and/or providing information regarding students' goals."
- "Prepares documentation (e.g., observations, progress, contacts with parents, teachers, outside professionals, etc.) for the purpose of providing written support, developing recommendations and/or conveying information."
- "Consults with parents, school and community resources, and students in helping to develop the best educational programs for children."
- "Provides appropriate consultive services to assist school staff members to better understand behavior and learning patterns of children and to apply these understandings in promoting an improved climate for learning."

(AR:II:904-905.)

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B. District Policies Before September 2023

1. The Nondiscrimination/Harassment Policy

Before the 2023-2024 school year, the District's "nondiscrimination/harassment" policy prohibited "acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression." (AR:II:875.) Among the policy's examples of prohibited conduct are "[r]evealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent." (AR:II:876.)

The policy also stated that a student's transgender or gender-nonconforming status is the student's private information, to be disclosed only with the student's prior written consent. (AR:II:876.) The only exception to the consent requirement was when "required by law or when the district ha[d] compelling evidence that disclosure [was] necessary to preserve the student's physical or mental well-being." (AR:II:876.)

2. The Parent Rights and Responsibilities Policy

The District also has a "parent rights and responsibilities" policy. (AR:II:867-869.) This policy gives parents and guardians the right to, among other things, observe instructional activities, meet with the child's teacher, be notified of their child's absence from school, and "have a school environment for their child that is safe and supportive of learning." (AR:II:867.)

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C. The District's Proposed Parental Notification Policy

On September 4, 2023, the District posted the agenda for its next board of trustees meeting, scheduled for September 6. (AR:I:726.) The agenda contained a proposed resolution to adopt a parental notification policy requiring certain District employees to inform parents and guardians of students' transgender or gender-nonconforming status. (AR:I:865.)

Specifically, the resolution proposed to amend the District's "parent rights and responsibilities" policy by adding a new paragraph giving parents and guardians the right:

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

(AR:II:869.)

The subcommittee also proposed amending the District's nondiscrimination policy to except "parental notification" from the statement that "[a] student's transgender or gender-

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nonconforming status is the student's private information." (AR:II:876.)

D. The Association's Demands to Bargain the Notification Policy

The Association learned about the proposed amendments on September 4, when the District publicly posted the meeting agenda. (AR:II:726-727.)

That same day, the Association sent the District a cease-and-desist letter. (AR:II:880-881.) The Association asserted that the proposed amendments were unlawful, and demanded that the District withdraw them. (AR:II:880.) If the District did vote to enact the amendments, the Association demanded to bargain regarding the impacts and effects of the policy change. (AR:II:881.)

On September 5, the Association reiterated its request that the board of trustees reject the proposed amendments or postpone adoption until the parties were able to bargain. (AR:II:883-885.) The Association received no response. (AR:II:731.) The board of trustees adopted the proposed amendments at its September 6 meeting. (AR:I:105; II:735.)

Later, Associate Superintendent Tony Limoges stated that the District "fully intends to [b]argain the impacts and effects of the amendments" to the policies and offered negotiation dates. (AR:I:106-107; II:887.) On September 20, the Association reiterated its demand that the District "restore the status quo by rescinding the policy entirely before the Association will agree to bargain its effects." (AR:II:890.) The District reiterated its

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position, refusing to rescind the parental notification policy and agreeing to negotiate only the policy's effects on October 6. (AR:II:893-894.) The Association responded that it would "not acquiesce to the District's unilateral change by engaging in bargaining over its effects" and would "not agree to new job duties that would require unit members to violate the law and unreasonably expose them to liability." (AR:II:896.)

The District declined to rescind the parental notification policy, and the parties did not engage in effects negotiations. (AR:II:841.)

E. The California Department of Education Investigation and Order

On September 7, 2023, the California Department of Education (CDE) received a complaint alleging that the District's adoption of the parental notification policy would "disproportionately impact the safety of LGBTQ+ students in Rocklin and is discriminatory against their right to a safe educational environment." (AR:I:91.) CDE conducted an investigation and issued a report. (AR:I:91-102.) CDE found that the District's notification policy violated Education Code section 220 by discriminating against students who "identify[] with or express[] a gender other than that identified at birth." (AR:I:96.)

CDE ordered the District to inform students and school personnel that the notification policy would not be implemented. (AR:I:96.)

The District requested reconsideration of CDE's report. (AR:I:193.) CDE denied the District's request. (AR:I:193-195.)

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The District still refused to rescind the policy. (AR:II:751.) CDE filed a petition for writ of mandate to enforce its order. (Petn. for Writ of Mandate Pursuant to Code Civ. Proc. § 1085, *California Dept. of Education v. Rocklin Unified School Dist.* (Super. Ct. Placer County, 2024, No. S-CV-0052605).) The case is currently stayed pending resolution of this case and other related litigation. (Sept. 15, 2024, Minute Order, *California Dept. of Education v. Rocklin Unified School Dist.* (Super. Ct. Placer County, 2024, No. S-CV-0052605).)

F. The Attorney General's Lawsuit against Chino Valley Unified School District and January 2024 Legal Alert

Other California school districts have adopted similar parental notification policies. The Chino Valley Unified School District adopted such a policy in July 2023. (AR:I:249, 263-264.)

The California Attorney General filed an action against Chino Valley on the grounds that the parental notification policy is unconstitutional under the Equal Protection Clause of the California Constitution. (AR:I:78-84.) On January 11, 2024, the San Bernardino Superior Court issued a preliminary injunction enjoining implementation of the policy. (*Ibid.*)

G. The SAFETY Act

On July 15, 2024, the SAFETY Act was signed into law. (AR:I:516-519; Assem. Bill No. 1955 (2023-2024 Reg. Sess.).) The SAFETY Act prohibits school districts from "enact[ing] or enforc[ing] any policy, rule, or administrative regulation that would require an employee or a contractor to disclose any information related to a pupil's sexual orientation, gender

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identity, or gender expression to any other person without the pupil's consent, unless otherwise required by law." (Ed. Code, § 220.5, subd. (a).) The Act also specifies that a school district employee "shall not be required to disclose any information related to a pupil's sexual orientation, gender identity, or gender expression to any other person without the pupil's consent unless otherwise required by state or federal law." (Ed. Code, § 220.3, subd. (a).) The Act states that these provisions "[do] not constitute a change in, but [are] declaratory of, existing law." (Ed. Code, §§ 220.3, subd. (b); 220.5, subd. (b).)

II. PERB Decision

Acting on an unfair practice charge filed by the Association (AR:I:7-21), PERB's Office of the General Counsel issued an administrative complaint alleging that the District adopted the parental notification policy without negotiating with the Association over the decision or its effects on terms and conditions of employment. (AR:I:47-48.)

After a formal hearing, an administrative law judge issued a proposed decision finding against the District. (AR:I:201-245.)

The Board affirmed the ALJ's decision. (AR:I:636-675.) The Board found that the District violated EERA by: (1) adopting the notification policy without giving the Association notice or an opportunity to negotiate; and (2) premising its agreement to negotiate over the effects and implementation of the policy on changes that violate the California Constitution and state law. (AR:I:637.)

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The District filed a petition for writ of extraordinary relief asking the Court of Appeal to vacate the Board's decision. After full briefing, the Court of Appeal summarily denied the District's petition.

ARGUMENT

I. This case does not present an important legal question because state law unequivocally prohibits the kind of parental notification policies at issue in this case.

Adopted in response to the District's policy (and others like it), the SAFETY Act prohibits school districts from "enact[ing] or enforc[ing] any policy, rule, or administrative regulation that would require an employee or a contractor to disclose any information related to a pupil's sexual orientation, gender identity, or gender expression to any other person without the pupil's consent, unless otherwise required by law." (Ed. Code, § 220.5, subd. (a).) The SAFETY Act further specifies that a school district employee "shall not be required to disclose any information related to a pupil's sexual orientation, gender identity, or gender expression to any other person without the pupil's consent unless otherwise required by state or federal law." (Ed. Code, § 220.3, subd. (a).)

The District's petition—like its briefing below—does not acknowledge the SAFETY Act, much less dispute that it applies to the District's notification policy. In light of the SAFETY Act, the legal questions presented by the District's petition—concerning the duty to negotiate over parental notification policies under EERA—are largely academic and do not merit this

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Court's time. Even if the Court were to find that the Board's interpretation of EERA was clearly erroneous (see *Boling v. Public Employment Relations Bd.* (2018) 5 Cal.5th 898, 904), neither the District nor any other public school district would be able to implement or enforce this kind of parental notification policy.

The District argues that any state law prohibiting the parental notification policy infringes on parents' constitutional rights. (Petn. 26.) But the District has not shown that this is an important legal question requiring the Court's review, or that this case would be the right one in which to answer it. In fact, the District lacks standing to raise that question at all.

"A public school district is a political subdivision of the State of California," and "may not challenge state action as violating [its] rights under the due process or equal protection clauses of the Fourteenth Amendment." (*West Contra Costa Unified School Dist. v. Super. Ct.* (2024) 103 Cal.App.5th 1243, 1273-1274 (*West Contra Costa*); see also *Oakland Unified School Dist. v. Public Employment Relations Bd.* (2025) 112 Cal.App.5th 725, 758.)

The District also may not challenge state law based on the rights of parents. Under this Court's case law, the District may not attempt to generate such a challenge by adopting a policy that openly conflicts with state law. (See *Lockyer v. City and County of San Francisco* (2004) 33 Cal.4th 1055, 1068 [a government official "generally has no authority to disregard [a]

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statutory mandate based on the official's own determination that the statute is unconstitutional"].)

Nor does the District have standing to litigate parents' rights. "[A] political subdivision of the state may challenge the constitutionality of a statute or regulation on behalf of its constituents where the constituents' rights under the challenged provision are 'inextricably bound up with' the subdivision's duties under its enabling statutes." (*Central Delta Water Agency v. State Water Resources Control Bd.* (1993) 17 Cal.App.4th 621, 629.) But parents' rights are not inextricably bound up with the District's duties under its enabling statutes. The District's primary duty under the Education Code is to educate *students* in accordance with the State's directives—to serve as "the State's agent[] for local operation of the common school system." (*Butt v. State of California* (1992) 4 Cal.4th 668, 680-681.) In other words, the core of the District's mission is to provide "access to a public education," which "is a uniquely fundamental personal interest in California." (*Id.* at p. 681.)

It is unsurprising, given this mission, that some authority implies that a school district may challenge state law by asserting that it violates the constitutional rights of its students. For instance, the U.S. Supreme Court in one case "allowed a local school board seeking to defend a busing integration program to challenge a state initiative on equal protection grounds because the initiative 'use[d] the racial nature of an issue to define the governmental decisionmaking structure, and thus impose[d] substantial and unique burdens on racial minorities.'" (*West*

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Contra Costa, *supra*, 103 Cal.App.5th 1243, 1275, alterations in original, quoting *Washington v. Seattle School Dist. No. 1* (1982) 458 U.S. 457, 470; but see *id.* at p. 1276, quoting *Burbank-Glendale-Pasadena Airport Auth. v. City of Burbank* (9th Cir. 1998) 136 F.3d 1360, 1363 [*Washington v. Seattle School Dist. No. 1* "'does not constitute binding authority with respect to standing"'].)

But even if a school district may challenge state law as violating its students' rights, it would not follow that it could do so for violating parents' rights. This is especially true when, as the District admits, there is a conflict between the "child's constitutional right to privacy" and the "parent's constitutional interest in their child's health." (Petn. 26-27.) Siding with parents in this constitutional controversy is not "'inextricably bound up with' the [District's] duties under its enabling statutes." (*Central Delta Water Agency*, *supra*, 17 Cal.App.4th 621, 629.)

Allowing the District to assert parents' rights would be particularly anomalous because parents themselves have been denied standing to challenge laws or policies restricting notification of transgender or gender-nonconforming status, absent a concrete possibility that the policy has "impacted or been shown to imminently impact their children." (*Chino Valley Unified School Dist. v. Newsom* (E.D.Cal., Apr. 17, 2025, No. 2:24-cv-01941-DJC-JDP) 2025 WL 1151004, *4 [rejecting challenge to SAFETY Act]; see also *Parents Protecting Our Child, UA v. Eau Claire Area Sch. Dist., Wis.* (7th Cir. 2024) 95 F.4th 501, 505-506; *John & Jane Parents 1 v. Montgomery County Bd.*

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of Education (4th Cir. 2023) 78 F.4th 622, 629-631.) Rather, courts have allowed challenges these policies only by parents who alleged that they were not informed of their own child's desire to socially transition at school. (See, e.g., *Regino v. Staley* (9th Cir. 2025) 133 F.4th 951, 965; *Foote v. Ludlow School Committee* (1st Cir. 2025) 128 F.4th 336, 343; *Littlejohn v. School Board of Leon County, Florida* (11th Cir. 2025) 132 F.4th 1232, 1236.)

In its briefing below, the District offered no cogent argument in favor of its standing to assert the constitutional rights of parents as a ground for review. Because the District lacks standing to claim that state law violates parents' constitutional rights, this case is a poor vehicle for review of the SAFETY Act's constitutionality.

II. No important question of law exists because the Board's determination that the District adopted the parental notification policy without negotiating with the Association was based on well-settled case law.

Even if the District's parental notification policy somehow survived enactment of the SAFETY Act, the District has failed to establish that the Board's findings of EERA violations involve an important question of law for review.

The Board has long held that "a unilateral change in the terms and conditions of employment" is a per se violation of a public sector employer's duty to bargain in good faith. (*Stockton Unified School District* (1980) PERB Decision No. 143, p. 22.) To establish that an employer made an unlawful unilateral change under EERA, the exclusive representative must prove four elements:

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1) The employer changed or deviated from the status quo;
2) The change or deviation concerned a matter within the scope of representation;
3) The change or deviation had a generalized effect or continuing impact on bargaining unit employees' terms or conditions of employment; and
4) The employer made its decision to enact the change without providing advance notice of the proposed change to the exclusive representative and bargaining in good faith over the decision until the parties reached an agreement or a lawful impasse.

(*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9.)

The District challenges only two of these elements, arguing primarily that the parental notification policy falls outside the scope of representation, and that the District gave the Association adequate notice of the changes. But the Board's decision was based on well-settled precedent and thus does not warrant review by this Court.

A. The Board did not err in finding that the parental notification policy is a mandatory subject of bargaining within the scope of representation.

The District argues that the parental notification policy is not a mandatory subject of bargaining under EERA as it is not reasonably related to hours, wages, or other terms and conditions of employment, but rather, is already incorporated into teachers'

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and counselors' existing duties to communicate with parents. (Petn. 19.)

However, the Board relied on well-established case law to determine that the parental notification policy fell within the scope of representation.

EERA defines the scope of representation as including "matters relating to wages, hours of employment, and other terms and conditions of employment." (§ 3543.2.) For topics that are not specifically enumerated in EERA, the Board has established a three-step test for determining whether these items are within the scope of representation. (*San Mateo City School Dist. v. Public Employment Relations Bd.* (1983) 33 Cal.3d 850, 857-858 (*San Mateo*); *Anaheim Union High School District* (1991) PERB Decision No. 177, pp. 4-5 (*Anaheim*).) An unenumerated item must be bargained if:

> "(1) it is logically and reasonably related to hours, wages, or an enumerated term and condition of employment,
> (2) the subject is of such concern to both management and employees that conflict is likely to occur and the mediatory influence of collective negotiations is the appropriate means of resolving the conflict, and
> (3) the employer's obligation to negotiate would not significantly abridge [its] freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of the [employer's] mission."

(*San Mateo*, at pp. 857-858, quoting *Anaheim*, at pp. 4-5.) This is known as the *Anaheim* test.

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The Board may take one of two approaches in utilizing the *Anaheim* test. It can apply the test from scratch and examine each *Anaheim* element. Or it can apply subject-specific standards that implement the test, as there is no need to "reinvent the wheel" for a subject the Board has previously considered. (*West Valley-Mission Community College District* (2024) PERB Decision No. 2917, p. 16; *The Accelerated Schools* (2023) PERB Decision No. 2855, pp. 14-15.)

In conducting a thorough analysis of the District's parental notification policy, the Board took both approaches. (AR:I:662-663.)

First, the Board has consistently held that changes to job duties, assignments, workload, and performance standards generally fall within the scope of representation. (*County of Santa Clara* (2022) PERB Decision No. 2820-M, p. 7; *Cerritos Community College District* (2022) PERB Decision No. 2819, p. 30 (*Cerritos*).) The test for whether an employer has materially changed employee job duties is whether the relevant duties are "reasonably comprehended" within employees' prior duties or assignments. (*State of California (California Correctional Health Care Services)* (2022) PERB Decision No. 2823-S, pp. 10-12 (*Correctional Health*); *Cerritos*, at pp. 30-31.) This is "an objective standard that refers to what a reasonable employee would comprehend based on all relevant circumstances, including, but not limited to, past practice, training, and job descriptions." (*Correctional Health*, at p. 10; *County of Santa Clara*, at p. 6.)

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The District's previous policy prohibited teachers and counselors from disclosing a student's transgender or gender-nonconforming status without the student's prior written consent unless required by law or to preserve the student's physical or mental well-being. (AR:II:876.)

The Board found that this policy "was directly in line" with employees' understanding of their job duties. (AR:I:663.) Teacher job duties specifically include a requirement to follow the Education Code (AR:II:900), which limits disclosure of a student's gender identity. (Ed. Code, §§ 220.3, subd. (a), 220.5, subd. (a); see also Ed. Code, §§ 220.3, subd. (b) [SAFETY Act declaratory of existing law]; 220.5, subd. (b) [same].) However, the District's new parental notification policy not only violates the Education Code but is inconsistent with teachers' prior understanding of their duties.

The Board relied on testimony from Association President Travis Mougeotte, who expressed concerns that employees would face consequences from the California Commission on Teacher Credentialing if they complied with the parental notification policy, resulting in potential unemployment. (AR:II:752-753.) Mougeotte also testified that compliance with the parental notification policy conflicts with teachers' previous understanding that they were not expected to go against students' wishes except when necessary to keep them safe. (AR:II:742-743.) Under the new policy, teachers are now required to risk their credentials and employment and invade students' privacy even absent a legal requirement or safety risk.

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In its petition for review, the District argues that teachers and counselors are already expected to communicate with parents, even without student consent, about the "social progress of the student." (Petn. 19.) But consulting with parents about social progress—a broad directive that leaves teachers and counselors significant discretion—is vastly different from informing parents about a student's transgender or gender-nonconforming status. The policy now imposes a specific, affirmative disclosure requirement that is entirely unrelated to social progress. Informing parents about a student's request to use a different name or pronoun, or to access different activities or facilities, is not the same as the student's vaguely-termed "social progress." And requiring teachers to make these disclosures in violation of the Education Code is certainly not contemplated by these parent communication duties.

The District also claims its policy is required by the Family Educational Rights and Privacy Act (FERPA; 20 U.S.C. § 1232g), federal regulations implementing FERPA (34 C.F.R. §§ 99.3-99.4), and Education Code section 49069.7, which provide parents the right to access their child's educational records, including records regarding a child's request to change their name or access facilities and programs. Thus, the District claims that disclosure under the parental notification policy is not a new duty. (Petn. 20.) But these authorities requiring access to educational records do not require teachers to affirmatively disclose students' transgender or gender-nonconforming status, to the extent such information is even included in school records. (AR:II:869.)

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Thus, the Board's determination that the parental notification policy was related to job duties under existing case law and satisfied the first prong of the *Anaheim* test was not clearly erroneous.

The second *Anaheim* prong requires the subject to be "'of such concern to both management and employees that conflict is likely to occur and the mediatory influence of collective negotiations is the appropriate means of resolving the conflict.'" (*San Mateo*, *supra*, 33 Cal.3d 850, 858, quoting *Anaheim*, *supra*, PERB Decision No. 177, p. 4.) The Board correctly found that management-employee conflict over this issue was "evidenced by the unfair practice charge currently before us (and by others like it that have already been resolved or are currently pending at other PERB divisions), as well as by employees' participation during the District Board's public meeting on the subject." (AR:I:666.)

The District does not dispute that the policy changes have created conflict, but asserts that collective bargaining is not the appropriate means of resolving the conflict. (Petn. 21.) Rather, the District argues that the "conflict between a student's right to privacy in their gender identity and a parent's right to direct the upbringing of their child is a policy question best left to the legislature." (*Ibid.*) This argument misrepresents the underlying issue. The focus of the Board's decision is on the changes that the parental notification policy makes to employee job duties. So the question is whether collective bargaining is the appropriate means of resolving the conflict between the District and its

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employees over those duties—not a purported conflict between students' and parents' constitutional rights. EERA and longstanding case law have determined that it is.

Anaheim's third prong requires PERB to find that "'the employer's obligation to negotiate would not significantly abridge [its] freedom to exercise those managerial prerogatives (including matters of fundamental policy) essential to the achievement of the District's mission.'" (*San Mateo*, *supra*, 33 Cal.3d 850, 858, quoting *Anaheim*, *supra*, PERB Decision No. 177, pp. 4-5.)

The Board correctly noted that there was "no exigency that required the District to adopt the parental notification policy without providing notice and an opportunity to bargain to [the Association]." (AR:I:666.) In other words, the District did not demonstrate that the obligation to negotiate the policy change interferes with its managerial prerogatives. The Board found that the parental notification policy could not be "essential to the achievement of the District's mission" as it was both unlawful and unrelated to the core educational mission of a school district. (AR:I:666.)

The District argues that the Board's decision interferes with its ability to carry out its duties as communication with parents is central to its operation. (Petn. 22.) The District states that the Board wrongfully determined that parental communication about the health and well-being of their children was not central to the District's mission. (Petn. 22.)

However, the District's managerial prerogative cannot include adopting a policy that violates state law. (See p. 17,

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above.) Nor is parental notification of students' transgender or gender-nonconforming status analogous to informing parents about a child's health.

The Board did not clearly err by determining that the District's parental notification policy was within the scope of representation under both well-settled case law and the *Anaheim* test.

B. The Board did not err in finding that the District failed to negotiate the adoption and the effects of the parental notification policy.

EERA requires a public school employer to give the exclusive representative "reasonable written notice" of its "intent to make any change to matters within the scope of representation of the employees represented by the exclusive representative." (§ 3543.2, subd. (a)(2).) Finding the parental notification policy to be within the scope of representation, the Board concluded that the District's two days' notice to the Association of the policy change was not sufficient to meet its bargaining obligation. (AR:I:668.) The District does not dispute this finding in its petition for review.

Instead, the District argues that the parental notification policy is a non-mandatory subject of bargaining, and the Board thus erred by failing to consider its efforts to negotiate the impacts and effects with the Association and the Association's refusal to engage in negotiations. (Petn. 23.)

Even when an employer's policy decision does not directly change a matter within the scope of representation, the employer must negotiate over the reasonably foreseeable effects of the

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change on matters that are within the scope of representation. (*Internat. Assn. of Fire Fighters, Local 188, AFL-CIO v. Public Employment Relations Bd.* (2011) 51 Cal.4th 259, 276-277.)

The Board did not ignore the District's offers to bargain, but rather found them lacking because the District premised its agreement to negotiate on policy changes that violated the state constitution and state law. (AR:I:671.) The District argues that PERB lacks authority to determine that the parental notification policy was unlawful and thus its decision was clearly erroneous. (Petn. 25-26.)

However, the courts have consistently recognized that PERB may construe its statutes in light of external law when necessary to resolve unfair practice allegations or to avoid conflicts with those other laws. (*Cumero v. Public Employment Relations Bd.* (1989) 49 Cal.3d 575, 583, 586-587; *San Diego Municipal Employees Assn. v. Super Ct.* (2012) 206 Cal.App.4th 1447, 1458; *Public Employment Relations Bd. v. Super. Ct.* (1993) 13 Cal.App.4th 1816, 1828 [constitutionally-based affirmative defense does not deprive PERB of jurisdiction to proceed with a hearing and issue a final decision on all issues in the case]; *Leek v. Washington Unified School Dist.* (1981) 124 Cal.App.3d 43, 51-53.) "[I]t is 'settled precedent that PERB may construe employee relations laws considering constitutional precedent.'" (*City of Palo Alto v. Public Employment Relations Bd.* (2016) 5 Cal.App.5th 1271, 1288.)

In this case, it was necessary for PERB to consider the Education Code and state constitutional provisions to evaluate

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the Association's allegation that the District's offer to bargain the effects of the notification policy was premised on acceptance of an unlawful underlying policy. It would be anomalous to conclude—and the District does not contend—that the Association had to accept an unlawful policy in order to exercise its right to bargain under EERA.

Because the Board did not err in finding that the District did not meet its duty to bargain the parental notification policy, this issue does not present an important legal question for this Court to review.

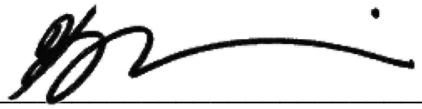
CONCLUSION

The District has not identified any important or unsettled question of law warranting this Court's discretionary review. The District's notification policy violates California law, the District lacks standing to raise parents' constitutional rights, and the Board did not err by finding that the District violated EERA. Accordingly, PERB respectfully requests that review be denied.

Dated: December 1, 2025

Respectfully submitted,

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By 
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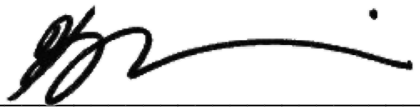
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COUNSEL'S CERTIFICATE OF COMPLIANCE WITH CALIFORNIA RULES OF COURT 8.504(d)(1)

Counsel of Record hereby certifies that pursuant to rule 8.504(d)(1) of the California Rules of Court, the enclosed brief of Respondent Public Employment Relations Board is produced using 13-point Century Schoolbook font and contains, including footnotes, 5,455 words, which is less than the maximum—8,400 words—permitted by this rule. Counsel relies on the word count of the computer program used to prepare this brief.

Dated: December 1, 2025



KIMBERLY J. PROCIDA, Senior Regional Attorney
Declarant
PUBLIC EMPLOYMENT RELATIONS BOARD

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PROOF OF SERVICE
C.C.P. 1013a

COURT NAME: In the Supreme Court for the State of California

CASE NUMBER: Supreme Court: S293922
Appellate Court: C103184

PERB DEC. NO.: 2939, PERB Case No. SA-CE-3136-E

CASE NAME: *Rocklin Unified School District v. Public Employment Relations Board; Rocklin Teachers Professional Association*

I declare that I am a resident of or employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within entitled cause. I am an employee of the Public Employment Relations Board, 1031 18th Street, California 95811.

On December 1, 2025, I served the Public Employment Relations Board's **Answer to Petition for Review** regarding the above referenced case on the parties listed below:

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[X] (BY TRUEFILING) I electronically served the document(s) via TRUEFILING on the recipients designated above pursuant to California Rule of Court, Rule 8.70.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this declaration was executed on December 1, 2025, at Sacramento, California.

Maryna Maltseva
(Type or print name)

Maltseva M.
(Signature)

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