

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



UNITED TEACHERS LOS ANGELES,

Charging Party,

v.

ALLIANCE COLLEGE-READY PUBLIC
CHARTER SCHOOLS,

Respondent.

Case No. LA-CE-6025-E

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of California Government Code section 3543.5, the General Counsel of the Public Employment Relations Board (PERB), pursuant to California Government Code sections 3541.3(i) and 3541.5 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is an employee organization within the meaning of Government Code section 3540.1(d).
2. Respondent is a public school employer within the meaning of Government Code section 3540.1(k).
3. On or about March 16, 2015, Respondent, acting through an unidentified agent using Alliance College-Ready Public School letter head, sent a four-page document to teachers entitled "Some FACTS about Unionization & United Teachers of Los Angeles (UTLA)." The document stated, among other things, that:

Our schools consistently outperform traditional neighboring public schools and are nationally recognized as some of the best schools in the nation. We are especially proud that we have achieved these results serving low-income students of color.

We are also incredibly proud that we've recruited and developed among the best and most dedicated educators in the country, which has allowed us to become one of the most successful public school organizations in the nation.

We share Alliance teachers' commitment to providing a high quality education for all students. It is precisely because of that shared commitment that Alliance students have been so successful. We believe that our success has come from putting our students first. We remain steadfast in our commitment to always put the needs of students first and foremost. . . .

FACT: Teachers have the right to decide for themselves, free from coercion, whether they want-or don't want -to be represented by a union. If you do not want to sign anything, you do not have to do so. Do not sign any petition or authorization card without having all the facts. . . .

FACT: A union authorization card is a binding legal document. It is similar to a power of attorney or a blank check. A signed card can result in unionization without an election. Teachers need to get facts first before signing anything.

FACT: The law does not require "full disclosure" by union organizers of all the facts needed to have a balanced view. [fn. omitted.] There is no statutory provision prohibiting misrepresentations by a union or rendering a signed authorization card invalid because the employee signed in reliance upon misrepresentation. . . .

FACT: Joining the union does not guarantee increased pay, benefits and any other working conditions. Every item must be negotiated. It may result in less; the same or more than you have now. If it is the same or less, then remember that you will have lost because of the obligation to pay dues.

FACT: There are rules which union members must follow which are found in the NEA's constitution and UTLA's by-laws. Union rules generally include the right to discipline members for violations (typically through fines). These union rules are a binding contract between the union and its members. . . .

FACT: Teachers represented by UTLA at LAUSD have seen no increase in pay for the last 8 years. Last year, in 2014-15, Alliance teachers received an 8% pay raise without a union. Currently, UTLA remains stalled in contract negotiations with LAUSD.

FACT: UTLA does not support performance-based compensation of any kind. For the past three years, Alliance has provided individual performance bonuses for effective teaching that includes partial measure for student growth. In December 2014, 99% of Alliance teachers received a pay bonus based on performance. . . .

4. By the acts and conduct described in paragraph 3, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

5. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

6. On or about March 18, 2015, Respondent, acting through Susan & Eric Smidt Tech High School Principal Dr. Lori Rhodes (Rhodes), terminated an after-school organizing meeting between United Teachers Los Angeles Organizer Jessica Foster (Foster) and teachers. Rhodes stated that Foster was not allowed on school property and she also stated that she was there to escort Foster off of the campus.

7. By the acts and conduct described in paragraph 6, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

8. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

9. On or about March 20, 2015, Respondent, acting through an unidentified agent using Alliance College-Ready Public School letter head, distributed a five-page document to certificated employees entitled "UTLA Unionization Campaign at Alliance Schools FAQs for Alliance Educators & School Community." The document stated, among other things, that:

Since the inception of Alliance College-Ready Public Schools 11 years ago, one of our five core values has been to guarantee highly effective educators for all students. As such, we have

dedicated significant focus, time and resources to attract, develop and retain the very best teachers. We pride ourselves on working collaboratively with teachers, supporting their creativity and innovation in the classroom, and providing multiple leadership and professional growth opportunities.

Our collaborative relationship among teachers and between teachers and administrators is at the core of our success as one of the highest performing public school networks in the country. We are most proud of our shared commitment to serving low-income, students of color in some of our most underserved communities. It is not easy work, but together we have and will continue to defy the odds and prove [that] exceptional public education is possible for all students.

Given the recent activity by United Teachers of Los Angeles (UTLA) to organize Alliance teachers into their union, we feel it is our responsibility to inform our teachers and school community about the potential impact of unionization with UTLA.

In response to the many questions we have received regarding the UTLA campaign at Alliance, we have put together some Frequently Asked Questions (FAQs). . . .

FACT: UTLA has been unable to reach a contract agreement with LAUSD. They have not had a new contract since 2011

FACT: Joining the union does not guarantee increased pay, benefits and any other working conditions. Every item must be negotiated. It may result in less, the same or more than you have now. If it is the same or less, then remember that you will have lost because of the obligation to pay dues.

FACT: The union creates a barrier to the collaborative working relationship of teachers with their administrators

We intentionally were founded as a network of charter schools to provide our teachers with the space to be creative and innovative professionals who are dedicated to serving low-income students in disadvantaged communities throughout Los Angeles. We believe in the promise of charter schools – in exchange for higher levels of accountability for student academic achievement, we are granted autonomy and independence from the bureaucracy of traditional districts and, yes, the bureaucracy of unions. Because we have the freedom to continually innovate, learn and improve, we can meet the needs of individual students and provide all students the very best education. We feel that unionization can and will fundamentally put at risk our Core values, our

collaborative working environment, and most importantly, the flexibility and autonomy that has allowed us to become one of the highest performing public school networks in the country. . . .

FACT: The union can say or promise anything to get you to sign. The union can even lie or mislead you and your signature will still be valid! . . .

FACT: Unfortunately, the law permits a union representative to say just about anything to get you to sign a legally binding document. . . .

Most importantly, we encourage all staff to stay focused on our priority, which is providing our students with the highest quality education. At the end of the day, that is why we are all here.

This document has been reviewed by legal counsel for accuracy. . . .

10. By the acts and conduct described in paragraph 9, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

11. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

12. On or about March 23, 2015, Respondent, acting through its Chief Executive Officer Dan Katzir (Katzir), sent an e-mail message to all employees stating, among other things:

Education is in my blood and has been a huge part of my life's work. My parents were both teachers, I'm a proud product of Florida's public schools, and strengthening urban public education has been a focal point throughout my entire career.

I studied education history in college, served as Teach for America's first Chief Operating Officer, developed a principal and teacher training program at UCLA, ran a successful after-school reading-Intervention program in under-performing LAUSD schools, and then helped to launch the Broad Foundation, which I led for more than a decade.

Now I feel like I'm home, with an exhilarating chance to work shoulder-to-shoulder with our educators to help you continue to make a difference in the lives of the children of Los Angeles.

We say that Alliance is "Where Exceptional is the Rule." I'm so proud that the Alliance has shown that every single public school can be excellent and every single child has the opportunity to succeed.

Alliance has been transforming the lives of our students since its inception, and I'm here to honor and build on that tradition of excellence. My three aspirations for taking our schools to the next level-or my "ABCs," if you will-are:

Academic Achievement: The Alliance has done a phenomenal job of establishing itself as a top performer in Los Angeles. In our second decade, I'd like us to aspire to be a top-tier performer in California, and across the country—measured by the success of our students through high school and to and through college.

Establishing Alliance as a Best Place to Work: I want the Alliance to be and be known as a learning community where each of us finds meaning and joy in our work every day. We are only as good as our people, and we are only as good as our culture of collaboration, support, and excellence. I am committed to making Alliance a community where voices matter, are heard and listened to.

Fostering a Culture of Innovation and Excellence: I am excited to build on the Alliance's strong work in personalized learning. In addition, I want us to identify and internalize what the "Alliance Playbook" is -- what are the key elements that make an Alliance school and the Alliance as a whole successful. I want us to be able to share our best practices across our own network more effectively, and to share our innovations and lessons learned with other public schools.

Given the current unionization campaign being conducted by UTLA, there's obviously a lot of talk right now about how well we support our teachers. That provides me with a great opportunity to hear from you about what's working and what needs to get better. It's a conversation I look forward to. Our teachers know best what students need, and therefore should have a powerful voice at Alliance. I'm committed to making that happen, and I ask that you give me a fair opportunity to prove that commitment to you—in not just words, but action—before you make any decisions on the unionization question. . . .

I will be posting my reflections on a “CEO Blog” on the Alliance Intranet at <https://plus.laalliance.org/ceoblog/default.aspx>. Please use your email username and password to sign in

13. By the acts and conduct described in paragraph 12, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

14. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

15. On or about March 23, 2015, Respondent, acting through Katzir and Judy Burton, “Founding President and CEO,” sent a letter to “Alliance Parents and Families.” The letter stated, among other things, that:

. . . One of the ways we have been able to achieve this success is having the ability to hire great teachers, and give them the flexibility they need to serve the individual needs of each and every student. We have prided ourselves on our independence, and the fact that we do things differently from LAUSD and other traditional public schools.

Each of you has actively chosen to send your student to an Alliance school because you felt that this was the right place for your child to succeed academically and be prepared for a great future.

We want to make sure you are aware of a current effort underway that has the potential to significantly impact the independence and flexibility that have historically been the hallmarks of our success.

United Teachers Los Angeles (UTLA) is the union that represents LAUSD teachers. Almost all aspects of a teacher’s work at LAUSD are governed by a 359-page contract between the LAUSD and the UTLA union.

Everything from the hours they work, to how they communicate with their principal, to how they are allowed to interact with students is governed by this contract. For instance, at an LAUSD school, if a teacher is having an issue with their principal, they are not allowed to have a conversation and address the issue

directly; they must have that conversation through their union representative.

As you know, Alliance schools are charter schools. Being a charter school is what allows us to operate independently from most of the usual rules of LAUSD and the UTLA union.

UTLA is on record as being openly hostile and opposed to charter schools, including Alliance schools. They have supported laws that would restrict or even eliminate charter schools, including Alliance schools.

Now, UTLA is undertaking an effort to organize our teachers into their union. You may wonder why they would do that, given their opposition to our schools. The honest answer is that we cannot be sure, though we know unions are always looking to increase the number of teachers who are required to pay union membership dues. If UTLA is successful in getting a majority of our teachers to vote to join the union, then all teachers will have to join the UTLA union and follow all their rules, even those who did not want to join.

We do not believe UTLA has the best interest of our students or our teachers at heart. They see the independence and success of our schools as a threat to union power and influence in public education.

In annual Alliance teacher surveys, 90% or more of our teachers routinely say they are very happy with their jobs and feel supported by their school leaders. Teachers have a powerful voice at Alliance. Their input and feedback guides our curriculum, instruction and teacher training. Last year, Alliance teachers received an 8% pay increase, whereas teachers represented by UTLA at LAUSD schools have not had a raise in 8 years.

We understand that some teachers have legitimate concerns that may lead them to support the formation of a union. We are absolutely committed to addressing those concerns and, in fact, want to maintain the flexibility we need to address them quickly and creatively instead of being governed by a long, rigid, bureaucratic union contract. We are committed to continuing to make the Alliance the best place to teach in Los Angeles.

We wanted to ensure you are apprised of this situation and have a clear understanding of our point of view. We also want to assure you that our sole focus will always be to provide your child the highest quality education we can.

For more information about this effort and how you can get involved, visit www.ouralliancecommunity.com, talk to your school principal, or email takeaction@laalliance.org.

The www.ouralliancecommunity.com website states, among other things, that:

UTLA has not won a raise for teachers at LAUSD for the past 8 years. Their current negotiations are stalled. They are the only union to not reach (or nearly reach) a contract agreement with LAUSD.

16. By the acts and conduct described in paragraph 15, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

17. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

18. On or about March 25, 2015, Respondent blocked e-mail messages sent from United Teachers Los Angeles affiliated Alliance Educators United to Alliance employees' individual work e-mail addresses.

19. By the acts and conduct described in paragraph 18, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

20. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

21. On or about March 26, 2015, Respondent, acting through Alliance Renne & Mayer Luskin High School Principal Chelio Medrano (Medrano), told United Teachers Los Angeles Organizers Glenn Goldstein and Jesse Yeh that they had no right of access on "private property" and Medrano refused to allow them to enter the campus for a previously scheduled after-school meeting with teachers.


22. By the acts and conduct described in paragraph 21, Respondent interfered with employee rights guaranteed by the Educational Employment Relations Act in violation of Government Code section 3543.5(a).

23. This conduct also denied Charging Party its right to represent employees in violation of Government Code section 3543.5(b).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: June 24, 2015

J. FELIX DE LA TORRE
General Counsel

By 

Mary Weiss
Senior Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, 700 North Central Avenue, Suite 200, Glendale, CA 91203-3219.

On June 24, 2015, I served the Letter regarding Case No. LA-CE-6025-E on the parties listed below by

placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

personal delivery.

facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

electronic service (e-mail).

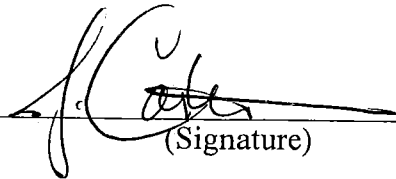
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I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on June 24, 2015, at Glendale, California.

J. Carter

(Type or print name)



(Signature)