

Public School Employer-Employee Negotiations

 toolkit.capta.org/advocacy/position-statements/public-school-employer-employee-negotiations/

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California State PTA recognizes that public school employer-employee collective bargaining is mandated by law and that negotiations greatly influence education. As mandated by law, the bargaining parties are required to make public their positions. These details must be provided to the public at the beginning of the process. PTA has the responsibility to become knowledgeable and to inform the public about the proposed contract and any proposed changes through the negotiations. As PTA is an organization whose membership is composed of parents, teachers, students, school district employees, school board members and concerned community members, PTA must remain neutral in a dispute arising from school employer-employee negotiations.

California State PTA believes:

- All school employees are entitled to the benefits of fair employment practices including due process, optimum working conditions and adequate salaries and benefits;
- Locally-elected school boards, as representatives of the people, have legal responsibility for decision-making;
- Local school boards and school employee organizations should be accountable to the public for the terms of the contract and the fiscal impact on the instructional program; and
- Full disclosure of the final contract should be made available to the public and fiscal impact of the contract should be discussed at a public hearing before the final vote of the school board.

California State PTA supports:

- The adoption of policies by local school boards that provide full opportunity for the public to express its views on the issues to be negotiated; and
- The right of school employees, through their organizations, to meet and negotiate in good faith with public school employers to reach written agreement on those matters within the scope of bargaining[†] according to state law. (Included in scope is the requirement that the local district peer assistance review process will be negotiated in the contract according to AB 2X, Statutes of 1999.)

The PTA has a responsibility to:

- Study and become informed early in the process about the proposed contracts and

the fiscal implications and to analyze the effect on the students and the programs in the district;

- Inform all parties if any issue being negotiated either is consistent with or differs with adopted California State PTA position statements;
- Encourage all parties to work cooperatively to develop procedures to ensure that classrooms and students are not used for propaganda purposes;
- Remain neutral in the event of a dispute^{††};
- Continue with normal PTA activities in the event of a dispute; and
- Inform parents and community members about proposed contracts and encourage other school-based and community organizations to study proposed contracts.

(The above statement is a policy of the PTA as an organization, and is in no way intended as an infringement on the activities of its members acting as individuals.)

[†] Scope of bargaining – The law defines “scope,” as a broad range of issues and subjects that either party may or may not introduce for negotiation. Scope is a crucial, dynamic, and frequently litigated area.

^{††} Dispute – a verbal controversy, a controversy, a debate, or quarrel on any issue under discussion.

Collective Bargaining

The following “walks” PTA leadership through the collective bargaining process and further provides a step-by-step guide for appropriate PTA activities.

A Checklist for Parents on the Role of Collective Bargaining in Public Education

What role can your PTA/PTSA assume when your local school board and teachers begin to negotiate a contract?

The most important thing your unit, council or district PTA can do is advocate for all children. The members can do this by:

- Studying the contract proposals and analyzing the effect on the students in the district.
- Asking the local school board and the local bargaining units: “What effect will this proposed contract have on all children?”
- Working with all education stakeholders to secure adequate school funding.

The PTA does not advocate the inclusion or exclusion of certain items in the proposed contract. However, PTA members should be knowledgeable and aware of the effects of the proposed contract provisions on students.

Some questions PTA members should ask include

- Are the implications of the provisions upon the budget/financial resources of the school district understood by all negotiators and the community?
- If a contract dispute should arise, would an arbitrator's interpretation of a provision have an adverse effect on the best interests of students?
- How will this proposed contract affect other school district employees?
- If the language of a provision is unclear, what is its history? Ask questions from both sides.

PTA unit/council/district PTAs should be aware of the progress of the negotiations, should publicize proposed changes as they are announced, and should give input appropriately to ensure all contract provisions place the interests of the students first.

A check list of items all parents should keep in mind when studying the contract proposals:

Guidelines for Class Size

Does the contract allow

- adequate student/teacher ratio for individual instruction?
- adjustments to meet unanticipated needs?
- flexibility for needed curriculum adjustments or needed education innovations?

Maintenance of Standards

Does the contract allow

- new programs and changes in scheduling and curriculum offerings to occur during the contract period?

Workday and Workload

Does the contract make provisions for

- assistance to students before and after classroom hours?
- staff development and orientation opportunities?
- staff attendance at evening meetings and student activities?
- lesson preparation time for appropriate personnel?
- flexibility to allow for creative and innovative strategies in the classroom?
- a definition of professional duties?

Conference Time

Does the contract permit and encourage

- reasonable periods of time for teachers and administrators to confer with parents and students at hours convenient for working parents?

- reasonable periods of time for meetings among school staff to promote collegiality and better understanding of students' needs?

Extracurricular Activities

Does the contract provide

- stipends or incentives for supervision of students participating in extracurricular activities such as sport, drama, music, school newspapers, etc.?

Release Time for Teachers

Does the contract provide

- unpaid leave for teachers who wish to improve their teaching skills?
- adequate classroom supervision by certificated personnel when the regularly scheduled teacher is absent from the classroom?

Guidelines for PTAs Regarding Public School Employer-Employee Negotiations

California State PTA strongly urges all unit, council and district PTAs to closely monitor their respective school boards' compliance with the Public Notice section of the Employer-Employee Relations Act. Unless a PTA does so, it will jeopardize its ability to make meaningful, timely comments about the initial and subsequent proposals under negotiation.

Contract Study Committee

PTA has a responsibility to become knowledgeable and to inform the public about proposed contracts. To fulfill this responsibility, the following steps should be taken:

1. Form a PTA study committee including representation from all PTA units within the school district. School district employees should not serve on this study committee because they have the opportunity to express their views through their respective bargaining units. Please Note: Where a council or district PTA relates directly to a school district, the said council or district PTA should appoint the study committee. Where a group of units or councils relates to a school district, the units or councils should appoint members to serve on a study committee.
2. The PTA criterion for any study, including collective bargaining issues, must be, "WHAT WILL BE THE EFFECT ON ALL CHILDREN?"
3. Encourage other school-based and community organizations to make their own studies of the proposed contract(s).
4. Study the current contract, the school district budget, initial contract proposals and subsequent proposals from the school board and employees' organization.

a. Adequate lead time is essential for any group beginning to study collective bargaining proposals since several key documents should be reviewed first. The committee must react to contract issues from a position of knowledge about the current fiscal condition of the school district, and how the current agreement affects the education of students.

b. Documents to be studied:

(1) THE BUDGET — A thorough briefing on the current year's budget is essential to understand a school district's financial condition and how funds are being allocated. This information should be presented by school district financial staff members in a clearly understandable format. (See Resource List, EdSource.)

(2) THE CURRENT CONTRACT — Almost all school districts have an existing contract with each employee bargaining unit. While it may seem to be a complex task, it is important that time be allowed for the committee to become familiar with and knowledgeable about the current contract language. Particular attention should be paid to the interests of parents and students in the current contract.

(3) INITIAL CONTRACT PROPOSALS — When each bargaining unit's new contract is to be negotiated, the initial proposals should be obtained from the employee group and the school district. Representatives from management and the employee groups should be invited to give their interpretations of the proposals. The language should be clear in its intent and the committee should ask, "WHAT WILL BE THE EFFECT ON ALL CHILDREN?" The school board must allow time for the community to study and then comment on the board's initial proposals before adopting them as the board's negotiating position. The PTA should find out what the school board's time frame is for this process.

(4) SUBSEQUENT PROPOSALS — The study committee should continue to monitor the negotiating process for the introduction of new subjects arising after the presentation of initial proposals. These subsequent proposals must be made public within 24 hours after their introduction.

5. If any questions or concerns arise from the study of the initial or subsequent proposals, those questions or concerns should be communicated to the group that originated those proposals.

6. Report results of the study with any recommended action(s) to the PTA membership. Recommendations might include comments to be made to the school board and/or comments to be made to the bargaining unit. Such comments must be made within the framework of California State PTA policies and positions.

7. Follow the reporting and communicating procedures through the negotiations process.

8. Study information published by your local media.

Employer-Employee Relations Act
Article 8. Public Notice

3547. Public meetings; public records

(a) All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

(b) Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

(c) After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

(d) New subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within 24 hours. If a vote is taken on such subject by the public school employer, the vote thereon by each member shall also be made public within 24 hours.

(e) The board may adopt regulations for the purpose of implementing this section, which are consistent with the intent of the section; namely that the public be informed of the issues that are being negotiated upon and have full opportunity to express their views on the issues to the public school employer, and to know of the positions of their elected representatives.

California Government Code (as of January 1990)

The Collective Bargaining Agreement

Current law requires the following:

Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

California Government Code Section 3547.5

One of the recommendations from the State Superintendent of Public Instruction to school boards for implementation of this law is that the board:

Make available to the public a copy of the proposed agreement prior to the day of the public meeting; the number of days the agreement should be made available to the public is determined locally.

California State PTA strongly recommends that unit, council and district PTAs request their respective school boards to adopt a policy that includes a minimum of ten days as the “number of days the agreement should be made available to the public....” The policy also should require the board to set time aside for public comment before entering into the written agreement.

California State PTA urges unit, council and district PTAs to study the proposed agreement and make appropriate comments. Such comments must be made within the framework of California State PTA policies and positions.

Sample Letter to the School Board, Superintendent and Bargaining Unit President

ORGANIZATION TITLE AND ADDRESS

(May be home address of PTA president)

Date

TO: _____, President,
Board of Trustees
_____ School District
_____ President, _____ Association

FROM: _____ PTA (Council or District PTA) President

SUBJECT: Negotiation

The _____ PTA has carefully reviewed the California State PTA’s *Toolkit* information on negotiations. _____ PTA will follow these guidelines. Accordingly, we shall remain neutral during negotiations. We recognize that at times negotiations can be very difficult and time consuming for the school district and the employee association. We know you can appreciate the awkward situation labor negotiations can create for PTA president and PTA executive board members. To ensure compliance with the California State PTA policy of neutrality, PTA members will not attend separate meetings with either school district or employee association representatives. It would be appropriate for PTA to invite the school district superintendent or representative, a representative of the district employee association to discuss negotiations at a PTA board association meeting, but both sides must

be represented at that time. PTA will not distribute information provided by either side, but may choose to distribute information PTA has prepared. The _____ PTA will continue its regularly scheduled meeting on the school or district sites, and its regular schedule of volunteer programs.

If you have any questions, I'd be happy to discuss our position of neutrality or any of the above-mentioned matters with you.

Sincerely,

PTA President (Council or District PTA)

Public Involvement in Collective Bargaining Process

When local school boards and employee groups meet at the negotiating table, the decisions made are of great importance to the quality of education provided for students. Parents and concerned community members have realized that negotiations by school employee groups such as those representing teachers, school office personnel, aides, custodians and cafeteria personnel greatly influence events in the classroom and have an impact on the overall cost of education.

It is essential that public input into this process be based on knowledge of the operations of the local school district. It is only in this way the public can become a valid part of the process and present viewpoints pertinent to the current contract or proposals, while consistently advocating positions that support a high standard of education for students in the classroom.

California State PTA has prepared this paper to assist its membership to better understand the dynamic role collective bargaining plays in education.

I. What Is Collective Bargaining?*

Collective bargaining is a labor relations process developed in the private sector which recognizes the historical conflict between management interests such as profits and the interests of workers such as salaries and working conditions. In the collective bargaining process, the representatives of labor and management present each other with demands—proposals—and proceed to compromise their divergent viewpoints—negotiate—until a written settlement—contract—is reached. Traditionally, private sector negotiations are conducted in private meetings of the two parties and often lead to an adversarial relationship.

II. Why Is There Collective Bargaining In Public Education?

The momentum for collective bargaining in public education increased during the late 1960s as teachers and other school employees felt they could not achieve desired economic benefits and acceptable working conditions as long as school boards, represented by superintendents, retained unilateral decision-making authority on these issues. More than 40 states now have collective bargaining laws.

III. What Is The Education Employment Relations Act?

The EDUCATION EMPLOYMENT RELATIONS ACT (EERA) provides that negotiations “shall” occur between school boards and their employee groups and negotiations “shall” be limited in scope to matters relating to wages, hours of employment, and other terms and conditions of employment. The process for establishing collective bargaining was initially spelled out in Senate Bill 160, the Educational Employment Relations Act of 1976 authored by Senator Al Rodda.

**Refer to Contents of a Typical Teachers Contract and GLOSSARY on collective bargaining terminology.*

There are also subjects upon which the employer is only required to consult with the employee organization, e.g., definition of educational objectives, determination of course content and curriculum, and selection of textbooks. The school board may expand these topics as it wishes although none of the items for consultation has to be included in the contract.

In reality, however, the exact definition of scope is unclear and is one of the most controversial areas in negotiations. A regulatory body established by EERA—the Public Employment Relations Board (PERB)—is constantly called upon to settle disputes dealing with scope as well as carry out the many other duties with which the PERB has been charged.

IV. How Does Collective Bargaining Affect Education?

The negotiated contract becomes the instrument for school district governance on each provision that has been negotiated into the signed contract. Therefore, the contract has potential implications for everything which occurs in the classrooms of that school district since issues dealing with class size, hours of employment, teacher transfer policies, procedures for employee evaluation as well as wages and fringe benefits all have an impact on the quality of education.

V. Why Should The Public Be Involved?

The community has a high stake in its public education system and, therefore, should be equally concerned about the negotiations which result in the final contract. While negotiations are usually conducted in private meetings between representatives of the

school district and the employee group, the public must study the issues, evaluate their impact on the educational system, and know how the collective bargaining process works and how the public can fit into the process.

If a representative system of government such as ours—one in which school boards are elected to represent the public viewpoint—is to work, people must have the ability to:

1. Elect their representatives;
2. Influence those they elect;
3. Hold those officials accountable.

VI. How is the Public Provided For in EERA?

When EERA was passed, it included a very important section which provides for public access to the collective bargaining process. Called the “sunshine” clause, it mandates that all initial proposals of any contract negotiations between the employee group and the school district shall be presented at a public meeting of the board of education and that a “reasonable” time shall elapse to allow for public input before negotiations start. Since PERB has mandated all boards of education adopt a public notice policy, PTA members should become knowledgeable about their school district public notice policy and ensure that it specifies:

1. How the district will make the public aware of the issues;
2. When the public can speak to each set of proposals;
3. How the public may speak to the issues.

VII. How Does the Public Speak to the Issues?

According to EERA, any person or representative group may comment on the issues to be negotiated or on the contract itself at any meeting of the board of education. The PTA does not advocate the inclusion or exclusion of certain clauses in the contract. PTA members should ask, however, that each clause be analyzed to determine “WHAT EFFECT THIS WILL HAVE ON ALL CHILDREN.”

When feasible, PTA involvement in the collective bargaining process should be through a Public Notice Sunshine Committee. This approach will allow the PTA organization to maintain its neutral position regarding any dispute(s) that may arise, and will preclude offending any one segment of PTA membership.

Contents of a Typical Teachers Contract (EdSource, March 1999)

Compensation: cost-of-living adjustment, salary schedule, pay for specific duties (department chair, coach), minimum teacher salaries; expenses, travel reimbursement, tuition reimbursement; mentor teacher selection process

Benefits: health and welfare premiums, specific plans offered, retiree benefits

Hours: length of work day, school year, student year, calendar (holidays, vacations), minimum days, preparation periods, lunch

Leaves: bereavement, pregnancy, child rearing, religious, sick leave, disability, sabbatical, personal need/necessity, jury duty, military, industrial accident/illness, catastrophic illness

Retirement: early retirement, benefits

Nondiscrimination Job Assignment: assignment, promotion, transfer, reassignment

Class size and case loads: pupils per teacher, students per counselor, number of teaching periods, instructional aides

Safety Conditions

Evaluation: procedures and remediation

Grievance: procedures, appeal process, mediation, arbitration

Discipline: procedures and criteria

Layoff and Reemployment

Organizational Security: payroll deduction of union dues (“agency fee”), maintenance of membership, fair share fees, union rights

Work Stoppage: “no-strikes” clause

Contract: duration, reopens

Savings Clause: contract in effect if portion invalidated by court, Legislature

Management Rights

Consultation: topics, procedures

Glossary

* AGENCY SHOP – A requirement, usually contained in a negotiated agreement, that all employees in a bargaining entity pay a fee, (often called a “fair share” or “service” fee) covering the cost of representation to the employee organization which is the exclusive representative of the entity.

* AGREEMENT – A written negotiated contract between the employer and the recognized exclusive representative of employees in a bargaining entity that sets out conditions of employment (wages, hours, fringe benefits, etc.) for a stated period of time. Often contains a procedure for settling grievances over interpretation or application of the agreement and

may include terms governing the parties' relationship. Under EERA, an agreement, which may be for a period of no more than three years, becomes binding when accepted by both parties. PERB has no authority to enforce agreements.

* ARBITRATION – A method of resolving disputes between an employer and employee organization by submitting the dispute to a neutral third party (or tripartite panel) whose decision may be binding or merely advisory.

* CERTIFICATED EMPLOYEE – A school employee who is qualified by a certificate or credential to perform a particular educational service, such as classroom teacher, counselor and psychologist, as defined in Education Code.

*** CFIER – The California Foundation for Improvement of Employer-Employee Relations. The organization is committed to “building and maintaining effective labor-management relationships of partnerships.” Its activities include training programs in negotiations and problem-solving, neutral facilitation services, skill-building workshops and conferences, consultation, research and development, and long-term support service.

* CLASSIFIED EMPLOYEE – A school employee in a position not requiring a certificate or credential, such as teachers' aides or clerical, custodial or food service employees.

* EDUCATIONAL EMPLOYMENT RELATIONS ACT (EERA) – The process for establishing collective bargaining. Enacted in 1975 as Senate Bill 160 (Rodda), Chapter 961, Laws of 1975 and subsequent amendments.

* FACT-FINDING – The method of impasse resolution, usually advisory, that involves investigation of a bargaining dispute by a neutral third party, or tripartite panel that reports the results to the parties, usually with recommendations for settling the dispute. Under EERA, the parties may request that their dispute be submitted to fact-finding (under specified procedures) if a mediator is unable to settle the controversy within 15 days and the mediator declares that fact-finding is appropriate.

* GOOD FAITH BARGAINING – Broadly defined as the duty of the parties to meet and negotiate at reasonable times with willingness to reach agreement on matters within the scope of representation; however, neither party is required to make a concession or agree to any proposal.

** GRIEVANCE – A means of settling disputes which arise from the interpretation or application of the existing contract. When disagreements cannot be settled at one of the lower levels of the grievance procedure the exclusive bargaining agent may take the disagreement to arbitration. Arbitration can be binding or advisory depending on the wording of the contract.

** IMPASSE – A deadlock or stalemate in bargaining declared by one or both parties.

Declaration of impasse usually begins the implementation of impasse procedures (mediation or fact finding), and once these procedures have been exhausted can allow for unilateral action by the employer.

** INITIAL PROPOSAL – A written offer for consideration made by the exclusive representative or the school district as part of the bargaining process for the next agreement. The EERA lists those items which are within the scope of representation and are the subject of mandatory bargaining.

*** INTEREST-BASED BARGAINING – A more cooperative method for reaching agreement about the critical aspects of employer-employee relationships. Negotiations are based on mutual interests rather than on individual positions.

* MEDIATION – Also called conciliation. Efforts of a neutral third party to help resolve a dispute (usually involving contract negotiations) between an employer and employee organization. The mediator normally has no power to impose a settlement. Under EERA, mediation is the first step in the impasse resolution procedure.

* NEGOTIATIONS – The process of the employer and the exclusive representative meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representation and executing, if requested by either party, an agreement incorporating matters agreed on.

* PERB – The Public Employment Relations Board is charged with administering and enforcing EERA. Among its many functions are investigating and deciding “unfair practice” charges or other claims that the act has been violated, establishing or approving bargaining entities, conducting representation elections, and seeking court enforcement of its orders and decisions as it deems necessary.

** PUBLIC NOTICE – The public notice section of EERA is intended to give the public an opportunity to present its views. Initial bargaining proposals of both the exclusive representative and the district must be presented at a public meeting of the school board and are public records. Negotiations will be delayed a reasonable time for the public to comment.

Unless the parties agree otherwise, laws requiring open meetings do not apply to meetings and discussions between parties; with mediators, arbitrators, or fact-finding panels; and executive sessions of the school board on negotiations.

If both parties agree, any phrase of negotiations may be conducted publicly, or observers may be invited. Typically, the school board and union announce their opening positions and then talk privately. Although any meeting of three or more school board members must be open to the public, EERA specifically permits private meetings between the school board and its negotiator.

* SCOPE OF BARGAINING – The law defines “scope,” as a broad range of issues and subjects that either party may or may not introduce for negotiation. Scope is a crucial, dynamic, and frequently litigated area.

* SICKOUT – A job action involving a number of employees failing to report to work on the same day and claiming to be sick.

** SLOWDOWN – A job action involving a number of employees working at less than normal efficiency.

* STRIKE – A work stoppage. Employees acting together in refusing to work in order to gain a bargaining concession or to persuade the employer to take certain action. Usually occurs when negotiations on a new agreement reach impasse and lasts until settlement on a new agreement is reached, but may be called for a shorter period as a pressure tactic or to protest employer actions. Usually conducted under leadership of the employee organization, following a vote among members. A “wildcat” strike is a walkout by employees without authorization of the organization. A “rolling” or “yo-yo” strike involves several intermittent walkouts of short duration interspersed among days when employees report to work.

* SUNSHINE LAW – A requirement that bargaining proposals or other aspects of public employee bargaining be made public. Under EERA, initial proposals as well as new topics that arise during negotiations must be made available to the public.

* *Pocket Guide to the Educational Employment Relations Act, California Public Employee Relations, September 1997*

** *California Teachers Association Collective Bargaining Handbook*

*** *Collective Bargaining, 1999, EdSource, 520 San Antonio Road, Suite 200, Mountain View, CA 94040-1217; 650.917.9481; www.edsource.org*

Resources

California State PTA Vice President for Education – 916.440.1985 ext. 305

Selected Readings on California School Finance, EdSource, 520 San Antonio Road, Suite 200, Mountain View, CA 94040-1217; 650.917.9481; www.edsource.org

Pocket Guide To The Employer-Employee Relations Act (Fifth Edition, September 1997), California Public Employee Relations Program, Institute of Industrial Relations, University of California, Berkeley, CA 94720-5555; 510.643.7092

County Office of Education (Office of Employee Relations)

Public Employment Relations Board (PERB); 916.322.3198

PTA Activities in Relation to Employer-Employee Disputes

Public school employer-employee negotiations and/or disputes and disputes between bargaining units are very much a part of the reality of operating public schools. THE PTA MUST REMAIN NEUTRAL* and MUST refrain from taking sides in all disputes. It is a PTA responsibility to provide opportunities for public understanding of disputed issues through sponsoring public meetings where all sides may present their views.

PTA speaks as an advocate for children and youth. It is a PTA responsibility to urge school board members, school district employees and negotiators on all sides to make the welfare of the students the first and ultimate consideration in all negotiations. PTAs must do this within the framework of California State PTA policies.

(These two paragraphs must be used together at all times, neither may be used without the other.)

*"Not taking part with or assisting either of two or more contending parties." Webster's New International Dictionary, Second Edition, Unabridged.

1. PTA Leaders' Responsibilities When a Dispute Arises:

- a. The PTA council/district PTA leadership must consult with the California State PTA leadership (through the California State PTA office, 916.440.1985).
- b. The council/district PTA leadership must meet with the leadership of all affected unit PTAs to instruct them in observance of PTA's neutrality policy.
- c. The council/district PTA leadership must meet with the school district administration and bargaining unit(s) leadership to explain PTA neutrality.
- d. The unit PTA leadership must meet with the school site administration and school site bargaining leadership to explain PTA neutrality.
- e. The unit PTA leadership must communicate PTA's position of neutrality to the membership.

2. PTAs MUST Remain Neutral:

- a. PTAs must not recruit substitute teachers or staff the classrooms. Classroom instruction is the responsibility of the school district. (See item 4.b.)
- b. PTAs must not recruit substitute classified employees or staff those positions.

- c. PTAs may be on school grounds in general activity areas if there are concerns about the safety of the students.
- d. PTAs must not distribute literature from either side, but may choose to distribute information PTA has prepared.
- e. PTAs must not show partiality toward the administration, the non-striking or striking personnel in any way (e.g., verbally, by serving refreshments, by walking the picket line, etc.).

3. Remaining Neutral Includes Continuing Normal PTA Activities:

- a. Regular PTA volunteer programs, e.g., volunteers in the media center, library playground, office, lunchroom, classrooms, etc. A list of those who volunteer regularly must be given to the school site administrator and school site bargaining unit(s) leadership.
- b. When PTAs regularly meet in the school facility, such meetings may continue. However, the PTA should make certain that its school facility use permit has not been temporarily suspended by the school district.
- c. Scheduled PTA-sponsored programs and projects may continue.
- d. If a PTA is licensed by the State of California as a child care provider, this activity may be continued. Contracts with parents obligate the PTA to continue providing the child care program. A licensed child care program usually includes a contract with the school district for use of the facility. If this is the case, the district is obligated to ensure safe use of the facility.

4. PTA Leaders' Obligations:

- a. There is no intent by the PTA to infringe on the rights of its members to act as individuals. However, if an individual is perceived as a PTA leader, he/she is obligated to consider the effect of his/her actions on the PTA organization.
- b. If a PTA leader believes that conscience requires a statement or action favoring one side or the other, a public disclaimer* must be written and sent to the school site administration, school district superintendent, president of the school board, school district employee organization and PTA organization leadership of council and district PTA.
- c. If a PTA leader is a school district employee and plans to work during a dispute, a public disclaimer* must be signed.

**A public disclaimer should include the following information:*

Although I serve as _____(position)_____ at the _____ PTA, any

statement I may make or action I may take regarding the current employer-employee dispute is an individual statement or action and has no connection whatsoever with _____ PTA, whose position is one of strict neutrality.

Signature

Date

d. If a PTA president is also a school district employee with membership in the organization negotiating with the school district, and a dispute arises, the president must delegate the responsibilities of the presidency to the first vice president during these negotiations.

5. In the Event of an Unexpected Walkout* the PTA:

a. May provide volunteers, if necessary, on the day of an unexpected walkout to care for students in general activity areas on the school grounds until their parents make arrangements to get them home. This activity must not include classroom instruction.

b. Must not staff classrooms. Staffing of classrooms by noncredentialed personnel is not only inconsistent with PTA efforts to have a qualified teacher in every classroom, it is illegal and the school district can forfeit its ADA (average daily attendance) funding from the state. (Authority: California State Education Code.)

**Job action without prior notification to the employer and with/without the approval of the employee organization (e.g., wildcat strike).*

It Should Be Noted

- The school administration is legally responsible for staffing the school. The PTA, as an organization, cannot and must not assume this responsibility.
- When in doubt regarding any activity, consult with California State PTA leaders – office telephone 916.440.1985.

6. Dealing With the Media:

a. PTA leaders should expect to be contacted by the media. Any personal opinion is an inappropriate subject for discussion by a PTA spokesperson.

b. Consult California State PTA (through the California State PTA office) if advice is needed about how to effectively communicate PTA's position of neutrality.

c. If caught unprepared, do not attempt to speak "off the cuff" to the caller. State that this is not a convenient time to talk and you will return the call.

d. PTA leaders must not attack other organizations or representatives of other organizations (i.e., employee groups or school board members).

After a Strike

PTA has an opportunity and an obligation to help restore the school environment to one that provides a positive educational experience for all students.

PTA members must consider what is in the “best interests of all students” and be a vital part of the healing process between employees, employers and parents.

Any planned PTA activity for school district employees MUST have the cooperation and support of the school staff and the approval of the principal and the district superintendent.

For advice on handling individual situations, contact the California State PTA vice president for education and/or vice president for leadership services through the California State PTA office.