PERB
California Public Employment Relations Board

Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA, 91204-1269
Telephone: (818) 551-2822

August 27, 2024

Re: *Temecula Valley Educators Association, CTA/NEA v. Temecula Valley Unified School District*
Unfair Practice Case No. LA-CE-6849-E

Dear Parties:

Attached is the Public Employment Relations Board (PERB or Board) agent's Proposed Decision in the above-entitled matter.

Any party to the proceeding may file with the Board itself a statement of exceptions to the Proposed Decision. The statement of exceptions should be electronically filed using the "ePERB portal" accessible from PERB's website (https://eperb-portal.ecourt.com/public-portal/). (PERB Reg. 32110, subd. (a).)[1] Individuals not represented by an attorney or union representative, are encouraged to electronically file their documents using the ePERB portal; however, such individuals may submit their documents to PERB for filing via in-person delivery, US Mail, or other delivery service. (PERB Reg. 32110, subds. (a) and (b).) The Board's mailing address and contact information is as follows:

PUBLIC EMPLOYMENT RELATIONS BOARD
Attention: Appeals Assistant
1031 18th Street, Suite 200
Sacramento, CA 95811-4124
Telephone: (916) 322-8231

Pursuant to PERB Regulation 32300, the statement of exceptions must be filed with the Board itself within 20 days of service of this proposed decision. A document submitted through ePERB after 11:59 p.m. on a business day, or at any time on a non-business day, will be deemed "**filed**" the next regular PERB business day. (PERB Reg. 32110, subd. (f).) A document submitted via non-electronic means will be considered "**filed**" when the originals, including proof of service (see below), are actually received by PERB's Headquarters during a regular PERB business day. (PERB Reg. 32135, subd. (a); see also PERB Reg. 32130.)

The statement of exceptions must be a single, integrated document that may be in the form of a brief and may contain tables of contents and authorities, but may not exceed 14,000 words, including footnotes, but excluding the tables of contents and authorities.

[1] PERB's regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

Requests to exceed the 14,000-word limit must establish good cause for exceeding the limit and be filed with the Board itself and served on all parties no later than five days before the statement of exceptions is due. PERB Regulation 32300, subdivision (a), is specific as to what the statement of exceptions must contain. The statement of exceptions shall: (1) clearly and concisely state why the proposed decision is in error, (2) cite to the relevant exhibit or transcript page in the case record to support factual arguments, and (3) cite to relevant legal authority to support legal arguments. Exceptions shall cite only to evidence in the record of the case and of which administrative notice may properly be taken. (PERB Reg. 32300, subd. (c).) Non-compliance with the requirements of PERB Regulation 32300 will result in the Board not considering such filing, absent good cause. (PERB Reg. 32300, subd. (d).)

Within 20 days following the date of service of a statement of exceptions, any party may file with the Board a response to the statement of exceptions. The response shall be filed with the Board itself in the same manner set forth in this letter for the statement of exceptions (see paragraphs two and three of this letter). The response may contain a statement of any cross-exceptions the responding party wishes to take to the proposed decision. The response shall comply in form with the requirements of PERB Regulation 32300 set forth above, except that a party both responding to exceptions and filing cross-exceptions shall be permitted to submit up to 28,000 words total, including footnotes, without requesting permission. A response (with or without an inclusive statement of cross-exceptions) to such exceptions may be filed within 20 days. Such response shall comply in form with the provisions of PERB Regulation 32310.

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See PERB Regs. 32300, subd. (a) and 32093; see also PERB Reg. 32140 for the required contents.) Proof of service forms are available for download on PERB's website: www.perb.ca.gov/about/forms/. Electronic service of documents through ePERB or e-mail is authorized only when the party being served has agreed to accept electronic service in this matter. (See PERB Regs. 32140, subd. (b) and 32093.)

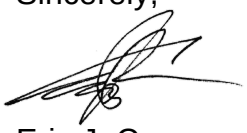
Any party desiring to argue orally before the Board itself regarding the exceptions to the proposed decision shall file with the statement of exceptions or the response thereto a written request stating the reasons for the request. Upon such request or its own motion the Board itself may direct oral argument. (PERB Reg. 32315.) All requests for oral argument shall be filed as a separate document.

An extension of time to file a statement of exceptions can be requested only in some cases. (PERB Reg. 32305, subds. (b) and (c).) A request for an extension of time in which to file a statement of exceptions with the Board itself must be in writing and filed with the Board at least three calendar days before the expiration of the time required to file the statement of exceptions. The request must indicate good cause and, if known, the position of each of the other parties regarding the request. The request

shall be accompanied by proof of service of the request upon each party. (PERB Reg. 32132.)

Unless a party files a timely statement of exceptions to the proposed decision, the decision shall become final. (PERB Reg. 32305.)

Sincerely,



Eric J. Cu
Interim Chief Administrative Law Judge

EJC

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA, Charging Party, v. TEMECULA VALLEY UNIFIED SCHOOL DISTRICT, Respondent.	UNFAIR PRACTICE CASE NO. LA-CE-6849-E PROPOSED DECISION August 27, 2024

Appearances: California Teachers Association, by Jean Shin, Attorney for Temecula Valley Educators Association, CTA/NEA; Adams Silva & McNally LLP, by Laurie Kamerrer, Attorney for Temecula Valley Unified School District.

Before Camille K. Binon, Administrative Law Judge.

INTRODUCTION

Temecula Valley Educators Association, CTA/NEA (Association) alleges that the Temecula Valley Unified School District (District) violated the Educational Employment Relations Act (EERA), Public Employee Communications Chapter (PECC), and Public Employment Relations Board (PERB) Regulations[1] by:

(1) unilaterally, without notice and an opportunity to bargain, ceasing paying the Association's president $100,000 in compensation while on release time; and

(2) denying release time. The District denies any wrongdoing.

[1] EERA is codified at Government Code section 3540 et seq. and the PECC at section 3555 et seq. All statutory references are to the Government Code unless otherwise specified. PERB Regulations are codified at California Code of Regulations, title 8, section 31001, et seq.

PROCEDURAL HISTORY

On November 13, 2023, the Association filed an unfair practice charge (charge) with the Public Employment Relations Board (PERB) against the District.

On December 29, 2023, the PERB Office of General Counsel issued a complaint alleging that the District violated EERA sections 3543.5, subdivisions (a), (b) and (c), by (1) unilaterally changing the policy in the collective bargaining agreement (CBA) by adopting an agenda item to reopen negotiations regarding the president's release time and requiring the Association to fully reimburse the president's releasee time upon expiration of the CBA; and (2) denying release time under PECC and EERA.

On January 18, 2024, the District filed its answer to the complaint, admitting that "in or about October 2023, [the District] advised Charging Party that it would start requiring it to fully reimburse the president's release time" and "[the District] implemented Education Code section 44987 without negotiating the decision to implement Education Code section 44987." The answer also admitted some other allegations and denied others, denied any violation of EERA, and asserted affirmative defenses.

On January 24, 2024, an informal settlement conference was held, but the matter was not resolved.

A prehearing videoconference was held on March 19, 2024, for the Administrative Law Judge (ALJ) Camille K. Binon and the parties to discuss the mechanics of conducting a formal hearing by videoconference and to agree upon a deadline of mutually exchanging exhibits prior to hearing. During that prehearing

videoconference, the parties indicated they intended to submit the matter entirely on a written record. On April 29, 2024, and May 1, 2024, the parties submitted a stipulation of facts and joint exhibits and indicated they intended to proceed with the stipulated facts and joint exhibits in lieu of a formal hearing pursuant to PERB Regulation 32207.

On May 6, 2024, after reviewing the joint stipulations of fact and exhibits, the ALJ requested a supplement joint stipulation of facts. The ALJ requested the following:

1. Replace joint stipulation No. 1 with: "The Temecula Valley Educators Association, CTA/NEA ("Charging Party" or the "Association") is the exclusive representative of a bargaining unit of certificated public school employees within the meaning of the Educational Employees Relations Act (EERA) section 3540.1, subdivision (e) of the Temecula Valley Unified School District (the "Respondent" or the "District"). The District is a public school employer within the meaning of EERA section 3540.1, subdivision (k).

2. Include the following joint stipulation: "During the 2022-2023 school year, [NAME of ASSOCIATION President] was ASSOCIATION's President and [he/she] was released from 100 percent of [his/her] teaching assignment under Section 2.6 of the Collective Bargaining Agreement."

3. Include the following joint stipulation: "Until [DATE], the District paid for up to $100,000 of the cost of the ASSOCIATION President's salary, health and welfare benefits and statutory costs. On [DATE], the District stopped paying for the ASSOCIATION President's salary, health and welfare benefits and statutory costs."

4. Include the following joint stipulation: "The ASSOCIATION President performed the following union functions while being released from [his/her] regular duties: [i.e., attendance at periodic, stated special, or regular meetings of TEVA; meeting and negotiating with the District; processing grievances; and any other stated duties]. The ASSOCIATION President spends approximately

[percentage] of time meeting and negotiating and processing grievances."

On May 10, 2024, the parties submitted supplemental stipulations.

On May 13, 2024, the ALJ issued an order closing the evidentiary record, taking official notice of the PERB's case file, and set a briefing schedule.

The parties filed closing briefs on June 3, 2024, and the case was submitted for decision on June 24, 2024, after receipt of reply briefs.

FINDINGS OF FACT

Jurisdiction and Collective Bargaining Agreement

The Association is the exclusive representative of a bargaining unit of certificated public school employees in the District within the meaning of the EERA section 3540.1, subdivision (e); PERB Regulation 32016, subdivision (b); and PECC section 3555.5, subdivision (b)(1). The District is a public school employer within the meaning of EERA section 3540.1, subdivision (k), and a public employer within the meaning of PECC section 3555.5, subdivision (a).

The Association and the District were and are parties to a CBA effective July 1, 2021, through June 30, 2024. Section 2.6 of the CBA regarding Unit Rights provides as follows:

"2.6. The [Association] President shall be released from his or her regular duties to the District for the full term of this Agreement. That term shall commence on July 1, 1999.

"2.6.1 The President shall be paid in the usual manner as if he or she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. The President shall also be guaranteed the right to return to the site occupied before taking office if said position is still available in the normal course of events. The parties will

mutually agree upon a job description of the duties to be done during the release time.

"2.6.2 The District will pay for up to $100,000 of the cost of the [Association] President's salary, health and welfare benefits and statutory costs. For costs exceeding $100,000, [the Association] will be invoiced in ten (10) monthly payments, September through June, and will pay within thirty (30) days. A charge of 1½% per month will be assessed on late unpaid balances."

Article 29 of the CBA provides as follows:

"29.1 The new term of the Agreement will be from July 1, 2021, through June 30, 2024. For the 2022-2023 and 2023-2024 school years, the parties agree to reopeners on Article 7: Compensation and Benefits. In addition, the District and the Association shall have the ability to reopen two (2) articles for negotiations.

"29.2 If desired, either the District or the Association may notify the other in writing no sooner than January 1 and no later than April 1, annually of its desire to reopen negotiations."

Education Code section 44987

"(a)(1) The governing board of a school district shall grant to any employee, upon request, a leave of absence without loss of compensation for the purpose of enabling the employee to serve as an elected officer of any local school district public employee organization, or any statewide or national public employee organization with which the local organization is affiliated.

"(2) The leave shall include, but is not limited to, absence for purposes of attendance by the employee at periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. Compensation during the leave shall include retirement fund contributions required of the school district as employer. The required employer contribution rate shall be the rate adopted by the Teachers' Retirement Board as a

plan amendment with respect to the Defined Benefit Program as provided in Section 22711. The employee shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by Section 22711. Any employee who serves as a full-time officer of a public employee organization is not eligible for disability benefits under the State Teachers' Retirement Plan while on the leave of absence.

"(3) Following the school district's payment of the employee for the leave of absence, the school district shall be reimbursed by the employee organization of which the employee is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the employee organization shall be made within 10 days after its receipt of the school district's certification of payment of compensation to the employee.

"(4) The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives of an exclusive representative by subdivision (c) of Section 3543.1 of the Government Code. The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by a memorandum of understanding or collective bargaining agreement."

The Association President's Release Time

During the 2022-2023 school year, the Association's President was Edgar Diaz, and he was released from 100 percent of his teaching assignment under Section 2.6 of the CBA. Pursuant thereto, the District pays up to $100,000 of the cost of the Association President's salary, health and welfare benefits and statutory costs while on release time. The Association President performs the following union functions while released from his regular duties: attending periodic, stated special, or regular

meetings of the Association; meeting with district administrators or representatives; meeting and collaborating with site leaders and other union leadership; attending meetings of the Association's state and national affiliates; working on special projects on behalf of the Association; preparing for negotiations; and processing grievances. The Association President spends approximately 50 percent of his total time preparing for negotiations, and approximately 25 percent of his total time processing grievances.

The District's Reopener

Between January 1, 2023, and April 1, 2023, the District did not notify the Association of its desire to reopen Article 2.

On or about October 5, 2023, the Association Bargaining Chair, Brian Balaris, District Assistant Superintendent of Human Resources Development, Francisco Arce, and District Human Resources Department Executive Director, Joe Mueller, convened a teleconference.

During that teleconference, Assistant Superintendent Arce and Executive Director Mueller stated that Education Code section 44987 prohibited the terms set forth in Article 2.6 of the CBA – where an elected union officer took release time, and the union did not fully reimburse the compensation and benefits paid for by the District. They stated that the District could unilaterally change this section of the CBA, and that the District only had an obligation to bargain over the "impacts and effects" of a decision to eliminate unreimbursed release time. Association Bargaining Chair Balaris stated that he disagreed with the position stated by Arce and Mueller.

On or about October 13, 2023, the District posted an agenda for the October 17 meeting of the District's Governing Board. The agenda included an item regarding the

District's reopener proposal for contract negotiations. The attachment to that agenda item stated that "[p]ursuant to Article 29 of the [CBA], the District and Association each have the ability to reopen two (2) articles for negotiations. For the 2023-2024 school [year], the District will reopen Article 2: Union Rights for the purpose of negotiating the impacts and effects of implementing Education Code section 44987."

On or about October 16, 2023, Association President Diaz sent a letter to the District regarding the agenda item to reopen negotiations of Article 2:

> "On Friday, the school board posted an online agenda for its meeting scheduled for October 17, 2023. Within that agenda was Action Item P.4, which states a desire by [the District] to reopen Article 2 of the TVEA-TVUSD Collective Bargaining Agreement.
>
> "Please be advised that Article 29: Term of the CBA states that reopener topics must be identified in writing between January 1 and April 1. [The District] has not previously notified the Association of a desire to reopen an additional section of the contract and attempting to do so outside of the window outlined by the CBA is a unilateral change to the terms and conditions of the contract that were previously bargained.
>
> "Further, the attached documentation on the agenda item states that it is intended to be a notification to the Association that "the District will reopen Article 2: Union Rights for the purpose of negotiating the impacts and effects of implementing Education Code section 44987." As leave is a mandatory subject of bargaining, negotiations on this topic are subject to decisional bargaining and not limited to the impacts and effects of the District's decision to unilaterally change any terms. [The Association] does not consent to reopen this section, nor will our members enter into any bargaining around changes to the collective bargaining agreement related to this topic until it has been properly reopened under the terms of the agreement.

> "I also want to note that Education Code Section 44987(4) specifically references the ability to include additional leave beyond the minimum standard set by the section in a collective bargaining agreement. This has further been upheld in June 2014 by the [*Centinela Valley Union High School District* (2014) PERB Decision No. 2378]. Government Code Section 3558.8(b) expands further on this by explicitly stating that 'The exclusive representative or employee organization shall reimburse the public employer for all compensation paid to the employee on leave unless otherwise provided by a collective bargaining agreement or memorandum of understanding.' (emphasis added) We believe state law is clear that any changes to this topic are within the mandatory scope of bargaining. As such, we are demanding that [the District] cease and desist from attempting to change any provision of the CBA without properly reopening the topic in accordance with the agreement. Failure to do so may result in [the Association] taking action to protect the legal rights of our members, up to and including the filing of an unfair labor practice charge with California Public Employees Relations Board."

On October 17, 2023, the Governing Board of the District met and approved the agenda item to "reopen Article 2: Union Rights for the purpose of negotiating the impacts and effects of implementing Education Code section 44987."

On or about October 19, Assistant Superintendent Arce sent a letter in response to Association President Diaz:

> "I write in response to your October 16, 2023 request that the District cease and desist its efforts to reopen negotiations concerning Article 2, Unit Rights, of the collective bargaining agreement. Please accept this letter as the District's response to your request.
>
> "As you know, Education Code section 44987(a)(3) states:

> "Following the school district's payment of the employee for the leave of absence, the school district shall be reimbursed by the employee organization of which the employee is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the employee organization shall be made within 10 days after its receipt of the school district's certification of payment of compensation to the employee.
>
> "Article 2.6.2 of the collective bargaining agreement states:
>
> "The District will pay for up to $100,000 of the cost of the [Association] President's salary, health and welfare benefits and statutory costs. For costs exceeding $100,000, [the Association] will be invoiced in ten (10) monthly payments, September through June, and will pay within thirty (30) days. A charge of 1½% per month will be assessed on late unpaid balances.
>
> "Article 2.6.2 directly conflicts with Education Code section 44987. At its meeting on October 17, 2023, the Board of Education approved implementing section 44987 and proceeding with negotiations concerning the impact and effects of implementation of section 44987. We would be happy to discuss this issue at our negotiation session on October 23, 2023, and other dates if we are unable to resolve this matter during that negotiation session.
>
> "Please note, the Board's October 17, 2023 action does not, in any way, impact the [Association] President's full release from his duties for the remainder of the current collective bargaining agreement. We expect that the President will continue to access full release for the remainder of the term of the agreement."

On October 23, 2023, representatives of the Association and the District met. At the meeting, Assistant Superintendent Arce stated that the District would require the Association to fully reimburse the president's release time, pursuant to Education

Code section 44987. Association representative Anthony Saavedra responded to Arce stating that the District was violating EERA by repudiating two provisions of the parties' collective bargaining agreement: first, Article 2, regarding the terms of the Association President's release time and the financial responsibility therefor; and second, Article 29, regarding the time period and conditions for CBA reopeners. Saavedra further stated that the District's interpretation of the law was incorrect, and that under Education Code § 44987, Government Code § 3558.8, and *Centinela Valley Union High School District* (2014) PERB Decision No. 2378 (*Centinela*), release time was subject to negotiations, and the release time arrangement set forth in the parties' collective bargaining agreement was lawful. Saavedra further stated that the Association had the right to engage in full decisional bargaining over matters within scope, including presidential release time, and not merely impacts and effects bargaining. Finally, Saavedra stated that the Association did not agree to reopen Article 2 at this time, and under Article 29, the contract was closed.

The District's attorney, Dean Adams, responded to Saavedra. Adams stated that Education Code section 44987 was more specific than Government Code section 3558.8, and that because the District was implementing the specific directive of Education Code section 44987, it had no obligation to bargain its decision.

ISSUE

1. Did the District fail to meet and confer in good faith when it decided to repudiate Article 2.6 of the parties' CBA without notice and the opportunity to bargain in good faith?

2. Did the District fail to meet and confer in good faith when it decided to repudiate Article 29 of the parties' CBA without notice and the opportunity to bargain in good faith?

3. Did the District violate the PECC and EERA by denying release time?

CONCLUSIONS OF LAW

I. Unilateral Change

To establish a prima facie case that a respondent employer violated its decision bargaining obligation, an exclusive representative must prove: (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 represented employees' terms or conditions of employment; and (4) the employer reached its decision without first providing adequate advance notice of the proposed change to the employees' union and bargaining in good faith over the decision, at the union's request, until the parties reached an agreement or a lawful impasse. (*Bellflower Unified School District* (2021) PERB Decision No. 2796, p. 9.)

A. Article 2.6.2 Decisional Bargaining

The District admitted in its answer that it implemented Education Code section 44987 without negotiating the decision with the Association. Because the elements of the unilateral change in this instance are not in dispute, and union release time—the terms and conditions of which are encompassed in CBA Article 2.6.2—is clearly within the scope of representation (*County of Orange* (2018) PERB Decision No. 2611-M, p. 11 ["[i]t is well-established that union release time falls within the scope of

representation because of its relationship to employer-employee relations and its direct impact upon employees' wages and hours of employment"]), the District had an obligation to bargain over these terms (see, e.g., *Centinela*, *supra*, PERB Decision No. 2378, adopting proposed decision at p. 13 ["[t]ime released from work duties to participate in negotiations and perform other union-related duties has long been found to be a subject within the scope of representation because it is logically related to both wages and hours of work."]; *City of Torrance* (2008) PERB Decision No. 1971-M, p. 24 ["[r]elease time proposals fall within the scope of representation because they directly concern hours of employment"]).

The District argues that Article 2 of the CBA is preempted by Education Code 44987 and thus, the decision to "implement specific terms and conditions under the Education Code, [was not] within the scope of representation."

The test for resolving conflicts between EERA and the Education Code is set forth in S*an Mateo City School Dist. v. Public Employment Relations Bd.* (1983) 33 Cal.3d 850, 864-866 (*San Mateo*): "[u]nless the statutory language [of the Education Code] clearly evidences an intent to set an inflexible standard or insure immutable provisions, the negotiability of a proposal should not be precluded." Therefore, the Education Code preempts collective bargaining only if mandatory provisions of the Education Code would be "replaced, set aside, or annulled by the [agreement]." (*San Mateo*, *supra*, 33 Cal.3d at p. 864; see also *Healdsburg Union High School District and Healdsburg Union School District/San Mateo City School District* (1984) PERB Decision No. 375.) The Education Code does not preempt EERA when there is no conflict between the two statutes. (*Victor Valley Union High School*

District (2022) PERB Decision 2822, p. 20.) Thus, in order for the District's bargaining obligations to be excused, the contractual released time policy would need to replace mandatory, immutable provisions under section 44987.

As the Board provided in *Centinela*, *supra*, PERB Decision No. 2378, the leave provided in Education Code section 44987 is limited to employee organization meetings. (*Id*. at pp. 7-8.) The Association President performs more than mere attendance at "periodic, stated, special, or regular meetings of the body of the organization on which [the President] serves as an officer." Specifically, the Association President spends approximately 50 percent of his total time preparing for negotiations, and approximately 25 percent of his total time processing grievances, which means about 75 percent of his time performing duties that are not outlined in Education Code section 44987. The leave of absence allowed by the Education Code and the released time required under EERA have different purposes. The Education Code allows an employee to carry out his or her duties as a union officer, while on leave from their normal work duties. In contrast, released time under EERA is for employees who are afforded reasonable paid time off to participate in negotiations and grievance processing.

Additionally, Section 44987 states in relevant part: "The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives of an exclusive representative by subdivision (c) of Section 3543.1 of the Government Code. The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by a memorandum of understanding or

collective bargaining agreement." (Ed. Code § 44987, subd. (a)(4).) Section 44987 specifically contemplates that parties may negotiate other release time agreements. In *Centinela*, *supra*, PERB Decision No. 2378, the Board noted that Section 44987 has been in the Education Code since 1978. (*Id.*, at p. 8.) Article 2.6 states that the term started in 1999 and since the parties are presumed to have knowledge of the laws affecting their workplace and bargaining rights, the District now requesting reimbursement strongly suggests that section 2.6 was never intended to be governed by Education Code section 44987. (*Ibid.*) "Education Code section 44987 does not set an 'inflexible standard' or [e]nsure 'immutable provisions' which precludes negotiability over the subject." (*Ibid.*) The Board stated that "release time for [union] elected officials is negotiable," and "a unilateral repudiation of a collectively bargained release time provision … without affording [] the opportunity to bargain is conduct that falls squarely within our jurisdiction." (*Ibid.*) As with the Board in *Centinela*, Education Code section 44987 does not supersede Article 2.6.2 and thus does not require the Association reimburse the District for the Association President's salary, health and welfare benefits and statutory costs.

Therefore, the policy change concerned a matter within the scope of representation because it directly impacted the hours of employment of Association presidents, and the District was required to give proper notice and the opportunity to bargain the decision to eliminate the release time payment in Article 2.6.2.

B. Article 2.6 Effects Bargaining

The District argues that it was only required to bargain the effects of its decision to implement Education Code section 44987. The complaint also alleges the District

failed to engage in good faith effects bargaining when it decided to eliminate the Association President's release time payment. Even if the decision falls outside the scope of bargaining, the employer must provide adequate notice and opportunity to bargain in good faith over the implementation and effects of that decision, to the extent such implementation and effects are reasonably likely to impact represented employees. (*Oakland Unified School District* (2023) PERB Decision No. 2875, p. 10.) "Negotiations over implementation typically include proposed alternatives." (Id. at p. 11.) An employer must provide notice and an opportunity to meet and confer over any reasonably foreseeable effects the decision may have on matters within the scope of representation. (*County of Santa Clara* (2019) PERB Decision No. 2680-M, pp. 11-12.) The employer violates its duty to bargain if it fails to provide adequate advance notice, and in such circumstances the union need not demand to bargain effects. (*County of Santa Clara* (2013) PERB Decision No. 2321-M, pp. 30-32.)

While an employer need not negotiate over a decision that is outside the scope of representation, it nonetheless must meet and confer over alternatives to the decision as part of effects bargaining. (*The Accelerated Schools* (2023) PERB Decision No. 2855, p. 14, fn. 8 (*Accelerated*); *County of Sonoma* (2021) PERB Decision No. 2772-M, p. 54; *Anaheim Union High School District* (2016) PERB Decision No. 2504, pp. 10-11, 15 & adopting proposed decision at p. 41; City of *Sacramento* (2013) PERB Decision No. 2351-M, p. 22.) An employer cannot refuse to bargain over alternatives, as those alternatives fundamentally impact the employment effects at issue. (*Accelerated*, *supra*, PERB Decision No. 2855, p. 14, fn. 8; *Oxnard Union High School District* (2022) PERB Decision No. 2803, p. 51 (*Oxnard*).) One

purpose of effects bargaining is to "permit the exclusive representative an opportunity to persuade the employer to consider alternatives that may diminish the impact of the decision on employees." (*Accelerated*, *supra*, PERB Decision No. 2855, p. 14, fn. 8; *Oxnard*, *supra*, PERB Decision No. 2803, p. 52.)

An employer may implement its decision before completing effects bargaining if it can establish each of three elements: (1) the implementation date was based on an immutable deadline or an important managerial interest, such that a delay in implementation beyond the date chosen would effectively undermine the employer's right to make the decision; (2) the employer gave sufficient advance notice of the decision and implementation date to allow for meaningful negotiations prior to implementation; and (3) the employer negotiated in good faith prior to and after implementation. (*Compton Community College District* (1989) PERB Decision No. 720, pp. 14-15 (*Compton*).)

Here, even if the decision was not within the scope of representation and the District merely had the duty to bargain the effects of a decision involving a non-mandatory topic of bargaining, the District did not argue and fell short of meeting any of the three-part *Compton* standard. Neither party declared impasse in effects negotiations nor exhausted the post-impasse procedures found in EERA sections 3548-3548.8. "Therefore, any claimed right to implement an allegedly non-negotiable decision before exhausting such impasse procedures would be contingent on evidence of an immutable deadline or important managerial interest, as well on the employer negotiating in good faith prior to and after implementation." (*Oxnard*, *supra*,

PERB Decision No. 2803, p. 51, citing *Compton*, *supra*, PERB Decision No. 720, pp. 14-15.)

Here, the District provided no advance notice, reached a unilateral decision to breach its prior commitment, and announced that decision to the Association as a fait accompli. (*City of Sacramento*, *supra*, PERB Decision No. 2351-M, p. 41 ["a union's obligation to demand bargaining over a decision or its effects never arises in the face of an employer's unilateral action or announcement of a *fait accompli* because such conduct renders bargaining futile"].)

Thus, as discussed above, the District violated its duty to bargain in good faith by eliminating the Association President's release time payment without satisfying its decisional or effects bargaining obligations and thus violated its duty to bargain in good faith in violation of section 3543.5, subdivisions (a), (b), and (c). This bargaining violation also derivatively interfered with protected union and employee rights.

C. Repudiation of Article 29

1. Change in or Deviation from the Status Quo

There are three primary means of showing that a party changed or deviated from the status quo. (*Oxnard*, *supra*, PERB Decision No. 2803, p. 31.) Specifically, a charging party satisfies this element by showing any of the following: (1) deviation from a written agreement or written policy; (2) a change in established past practice; or (3) a newly created policy or application or enforcement of existing policy in a new way. (*Ibid*.)

Although PERB does not resolve contract disputes, PERB may interpret contractual provisions as necessary to resolve unfair practice allegations. (*County of*

San Joaquin (2021) PERB Decision No. 2775-M, pp. 39-40; *Modoc County Office of Education* (2019) PERB Decision No. 2684, p. 15.) In *Lodi Unified School District* (2020) PERB Decision No. 2723 (*Lodi*), the Board held that the traditional rules of contract law guide interpretation of a collective bargaining agreement between a public employer and a recognized employee organization. (*Id*. at p. 12.) "A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful." (*Ibid*.) "[T]he whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other." (*Ibid*.) Thus, the Board in *Lodi* held that we "must avoid interpreting contract language in a way which leaves a provision without effect." (*Ibid*., citing *State of California (Department of Corrections)* (1999) PERB Decision No. 1317-S, p. 9.) Additionally, the Board has held that "[w]here contractual language is clear and unambiguous, it is unnecessary to go beyond the plain language of the contract itself to ascertain its meaning." (*Lodi*, *supra*, PERB Decision No. 2723, p. 12, citing Civ. Code, § 1638; *Marysville Joint Unified School District* (1983) PERB Decision No. 314, p. 9.)

There is no dispute that the District changed the CBA by reopening the contract to change Article 2.6 to remove the $100,000 payment of the Association President's salary and benefits during release time. Thus, the Association established that the District changed the policy in Article 29 by reopening the contract to negotiate a change to Article 2.6 outside the agreed upon reopener period.

B. Scope of Representation

Repudiation of a contractual provision within the scope of representation constitutes an unfair practice. (*Regents of the University of California* (2012) PERB Decision No. 2300-H at p. 20 [it is unlawful for an employer to "unilaterally add new terms to an existing collective bargaining agreement or repudiate provisions in an MOU"; see also, *Stanislaus Consolidated Fire Protection District* (2012) PERB Decision No. 2231a-M, p. 7 [repudiation of a negotiated contractual provision is a violation of the bargaining obligation].)

Article 29 provides that the term of the CBA is from July 1, 2021, through June 30, 2024, and besides agreeing to reopeners on Article 7, the parties shall have the ability to reopen two articles for negotiations if the party wishing to reopen an article "notif[ies] the other in writing no sooner than January 1 and no later than April 1, annually of its desire to reopen negotiations." On October 5, 2023, the District indicated that it could unilaterally change Article 2.6 of the CBA, and only had the obligation to bargain the impacts and effects of the decision to eliminate unreimbursed release time. The District then implemented this decision on October 17, 2023, by approving the agenda item to "reopen Article 2: Union Rights for the purpose of negotiating the impacts and effects of implementing Education Code section 44987." The District argues that the "agenda item calling for a reopener pursuant to Article 29 must be read in its full context: while a reading of only the primary agenda item would leave one uncertain of the purpose of the reopener, the attached description specifically and unequivocally states that the reopener is called 'for the purpose of negotiating the impacts and effects of implementing Education Code section 44987.'"

The District may try to characterize its actions as not reopening Article 2.6.2; however, the agenda item clearly states the District's intent to reopen Article 2, which requires the District to provide notice in writing between January 1 and April 1. Since written notice was not provided until the agenda was posted on October 13, 2023, this clearly does not fall within the requirements of Article 29. This is a repudiation of the contract and thus, within the scope of representation.

C. Generalized Effect or Continuing Impact

A charging party may demonstrate continuing impact if a change either alters a term or condition of employment or involves the employer's assertion of a non-existent right that could be relevant to future disputes. (*Sacramento City Unified School District* (2020) PERB Decision No. 2749, p. 8.) The District demonstrated a generalized effect or continuing impact by asserting a non-existent right to reopen Article 2 without complying the Article 29. The Association has demonstrated a generalized effect or continuing impact.

D. Adequate Notice and Opportunity to Bargain

When the exclusive representative first learns of a change after the decision has been made, "by definition, there has been inadequate notice." (*City of Sacramento*, *supra*, PERB Decision No. 2351-M, p. 33.) Notice is inadequate when a union first learns of a decision or change as a fait accompli. (*County of Merced* (2020) PERB Decision No. 2740-M, p. 20.)

On October 5, 2023, the District announced that they were going to unilaterally reopen Article 2.6 of the CBA and on October 17 the District Board approved the agenda item to reopen Article 2. This decision to reopen Article 2 outside the

negotiated window in Article 29 was made before notice was provided to the Association and therefore, it was inadequate.

Here, because the District claims that it has the right to reopen the contract outside of the negotiated window, it violated section 3543.5, subdivisions (a), (b), and (c). This bargaining violation also derivatively interfered with protected union and employee rights.

II. Denial of Union Leave

A. Government Code Section 3558.8 and PERB Regulation 32610

The dispute here concerns whether the District violated PECC section 3558.8 or PERB Regulation 32610. Section 3558.8 requires certain public employers to grant union representatives reasonable leaves of absence without loss of compensation or other benefits, stating in relevant part:

> "(a) A public employer shall grant to public employees, upon request of the exclusive representative of that employee, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated. Leave may be granted on a full-time, part-time, periodic, or intermittent basis.
>
> "(b) Procedures for requesting and granting leave shall be determined by mutual agreement between the employer and exclusive representative. The exclusive representative or employee organization shall reimburse the public employer for all compensation paid to the employee on leave unless otherwise provided by a collective bargaining agreement or memorandum of understanding. Reimbursement by the exclusive representative or employee organization shall be made on or before 30 days after receipt of the public employer's certification of

payment of compensation to the employee.

"(c) At the conclusion or termination of leave granted under this section, the steward or representative shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

" [¶ . . . ¶]

"(e) Compensation during leave granted under this section shall include retirement fund contributions required of the public employer as an employer. The employee shall earn full service credit during the leave of absence and shall pay his or her member contributions unless the employer has agreed in a memorandum of understanding or collective bargaining agreement to pay the contributions on the employee's behalf.

" [¶ . . . ¶]

"(g) The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by a memorandum of understanding or collective bargaining agreement.

"(h) This section shall not serve to invalidate any provision of a memorandum of understanding or collective bargaining agreement in effect on the effective date of this section. At the request of the exclusive representative, a memorandum of understanding or collective bargaining agreement shall be reopened for negotiations to reach a mutual agreement concerning the grant of leave pursuant to this section.

"[¶ . . . ¶]"

PERB has promulgated regulations regarding the PECC. Relevant here, PERB Regulation 32610 provides the following:

> "32610. Employer Unfair Practices under the PECC.
>
> "It shall be an unfair practice for a public employer to do any of the following:
>
> "[¶ . . . ¶]
>
> "(f) Refuse or fail to grant a reasonable leave of absence to a public employee upon request of the exclusive representative as required by Government Code Section 3558.8.
>
> "(g) Refuse or fail to negotiate with the exclusive representative, upon request, over the procedures for requesting and granting leave as required by Government Code Section 3558.8."

B. Alleged Violation of PECC section 3558.8

PECC section 3558.8 provides that a "public employer shall grant … upon request of the exclusive representative … reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative" and that "[t]he exclusive representative or employee organization shall reimburse the public employer for all compensation paid to the employee on leave unless otherwise provided by a collective bargaining agreement or memorandum of understanding." (*Ibid*.) In other words, section 3558.8 specifically contemplates that unions may negotiate a CBA provision – such as the one negotiated by the parties in this case – that does not require the union to fully reimburse the cost of an officer's release time.

Reviewing the language of PECC section 3558.8, subdivisions (a), (g), and (h) together, the statute clearly and unambiguously sets a floor for union stewards or officers' leave wherein, regardless of the provisions of an existing CBA, an employer

must grant "reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative." (*Central Contra Costa Transit Authority* (2012) PERB Decision No. 2263-M, pp. 14-15 [when interpreting legislation, where statutory language is clear and unambiguous, PERB assumes plain meaning of the text captures legislators' intent and review of additional factors is unnecessary]; see also *Regents of the University of California* (2021) PERB Decision No. 2755-H, pp. 20-21 [statutory language to be reviewed together with its corresponding parts and given reasonable, commonsense interpretation so each part may be harmonized and have effect]; *Santa Clara Valley Water District* (2013) PERB Decision No. 2349-M, p. 16 [PERB seeks to avoid statutory construction that renders some parts mere surplusage].) Yet the parties are free to negotiate friendlier terms beyond the minimum statutory requirements; the PECC specifically allows for this, the parties in this case have done so. (PECC § 3558.8, subds. (g)-(h) [PECC leave "in addition" to and cannot invalidate any CBA-provided leave].)

By repudiating the parties' negotiated Article 2.6.2, which granted the Association President release time pay up to $100,000 and is in addition to leave granted pursuant to PECC section 3558.8 leave, the District deprived the Association of its rights under the statute.

REMEDY

PERB has broad remedial powers to effectuate the purposes of EERA. EERA section 3541.5, subdivision (c), states:

> "The board shall have the power to issue a decision and order directing an offending party to cease and desist from

> the unfair practice and to take such affirmative action, including but not limited to the reinstatement of employees with or without back pay, as will effectuate the policies of this chapter."

The appropriate remedy for an employer's unlawful unilateral change normally includes at least an order to bargain, make-whole relief, rescission of changes, a cease-and-desist order, and a notice-posting order, among other remedies. (*West Contra Costa Unified School District* (2023) PERB Decision No. 2881, p. 18; see also *Imperial Irrigation District* (2023) PERB Decision No. 2861-M, p. 64.) These standard remedies are ordered here.

The Association shall have the opportunity to establish in compliance proceedings, the extent of harm and corresponding make-whole relief for the elimination of Association President's release time payment impacted by the District's elimination. (See *Antelope Valley Community College District* (2023) PERB Decision No. 2854, p. 7 ["an unfair practice finding creates a presumption that employees suffered some loss as a result of the employer's unlawful conduct" and "employees [of the union may establish in compliance proceedings that they] suffered a loss in compensation or benefits as a result of the changes"].)

PROPOSED ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in the case, it is found that Temecula Valley Unified School District (District) violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivision (c), and derivatively violated subdivisions (a) and (b), when it unilaterally eliminated the Temecula Valley Educators Association, CTA/NEA (Association) President's release time payment of $100,000 without affording the

Association adequate notice and opportunity to bargain.

Pursuant to section EERA section 3541.5, subdivision (c), it hereby is ORDERED that the District, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Failing or refusing to meet and negotiate in good faith with the Association.

2. Eliminating the Association President's release time payment of $100,000 without affording the Association notice and opportunity to bargain over the decision of the change.

3. Interfering with either the Association's right to represent bargaining unit employees or employees' right to be represented by the Association.

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

1. Within sixty (60) days, after this decision is no longer subject to appeal, unless the Association agrees otherwise, rescind the October 17, 2023 District Board decision to reopen Article 2: Union Rights for the purpose of negotiating the impact and effects of implementing Education Code section 44987.

2. Provide the Association with advance notice and an opportunity to meet and confer (during the Article 29 reopener period) regarding decisions to eliminate the Association President's release time payment of $100,000.

3. Make the Association whole for any losses as a result of the District's failure to meet and negotiate in good faith, including interest at the rate of 7 percent, compounded daily.

4. Within 10 workdays of the service of a final decision in this matter, post at all work locations where notices to employees in the District are posted, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the District, indicating that it will comply with the terms of this Order. Such posting shall be maintained for a period of 30 consecutive workdays. The Notice shall also be posted by electronic message, intranet, internet site, and other electronic means used by the District to communicate with the Association employees. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced or covered with any other material.[2]

5. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board (PERB or Board), or the General Counsel's designee. Respondent shall provide reports, in writing, as directed by the General Counsel or his/her designee. All reports regarding compliance with this Order shall be concurrently served on the Association.

RIGHT OF APPEAL

A party may appeal this proposed decision by filing with the Board itself a statement of exceptions within 20 days after the proposed decision is served. (PERB

[2] Either party may ask PERB's OGC to alter or extend the posting period, require further notice methods, or otherwise supplement or adjust this Order to ensure adequate notice. Upon receipt of such a request, OGC shall solicit input from all parties and, if warranted, provide amended instructions to ensure adequate notice. (*City and County of San Francisco* (2023) PERB Decision No. 2858-M, p. 19, fn. 10; see also, *City of Culver City* (2020) PERB Decision No. 2731-M, p. 29, fn. 13 [amended instructions may be justified when a majority of employees at one or more work locations are not physically reporting to their work location at the time physical posting would otherwise commence].)

Reg. 32300.) If a timely statement of exceptions is not filed, the proposed decision will become final. (PERB Reg. 32305, subd. (a).)

The statement of exceptions must be a single, integrated document that may be in the form of a brief and may contain tables of contents and authorities, but may not exceed 14,000 words, excluding tables of contents and authorities. Requests to exceed the 14,000-word limit must establish good cause for exceeding the limit and be filed with the Board itself and served on all parties no later than five days before the statement of exceptions is due. PERB Regulation 32300, subdivision (a), is specific as to what the statement of exceptions must contain. Non-compliance with the requirements of PERB Regulation 32300 will result in the Board not considering such filing, absent good cause. (PERB Reg. 32300, subd. (d).)

The text of PERB's regulations may be found at PERB's website: www.perb.ca.gov/laws-and-regulations/.

A. Electronic Filing Requirements

Unless otherwise specified, electronic filings are mandatory when filing appeal documents with PERB. (PERB Reg. 32110, subd. (a).) Appeal documents may be electronically filed by registering with and uploading documents to the "ePERB Portal" that is found on PERB's website: https://eperb-portal.ecourt.com/public-portal/. To the extent possible, all documents that are electronically filed must be in a PDF format and text searchable. (PERB Reg. 32110, subd. (d).) A filing party must adhere to electronic service requirements described below.

B. Filing Requirements for Unrepresented Individuals

Individuals not represented by an attorney or union representative, are

encouraged to electronically file their documents as specified above; however, such individuals may also submit their documents to PERB for filing via in-person delivery, US Mail, or other delivery service. (PERB Reg. 32110, subds. (a) and (b).) All paper documents are considered "filed" when the originals, including proof of service (see below), are actually received by PERB's Headquarters during a regular PERB business day. (PERB Reg. 32135, subd. (a).) Documents may be double-sided, but must not be stapled or otherwise bound. (PERB Reg. 32135, subd. (b).)

The Board's mailing address and contact information is as follows:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street, Suite 200
Sacramento, CA 95811-4124
Telephone: (916) 322-8231

C. Service and Proof of Service

Concurrent service of documents on the other party and proof of service are required. (PERB Regs. 32300, subd. (a), 32140, subd. (c), and 32093.) A proof of service form is located on PERB's website: www.perb.ca.gov/about/forms/. Electronic service of documents through ePERB or e-mail is authorized only when the party being served has agreed to accept electronic service in this matter. (See PERB Regs. 32140, subd. (b), and 32093.)

D. Extension of Time

An extension of time to file a statement of exceptions can be requested only in some cases. (PERB Reg. 32305, subds. (b) and (c).) A request for an extension of time in which to file a statement of exceptions with the Board itself must be in writing and filed with the Board at least three calendar days before the expiration of the time

required to file the statement of exceptions. The request must indicate good cause and, if known, the position of each of the other parties regarding the request. The request shall be accompanied by proof of service of the request upon each party. (PERB Reg. 32132.)

APPENDIX

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

After a hearing in Unfair Practice Case No. LA-CE-6849-E, *Temecula Valley Educators Association, CTA/NEA v. Temecula Valley Unified School District*, in which all parties had the right to participate, it has been found that the Temecula Valley Unified School District (District) violated the Educational Employment Relations Act (EERA), Government Code section 3543.5, subdivision (c), and derivatively violated subdivisions (a) and (b), when it unilaterally eliminated the Temecula Valley Educators Association, CTA/NEA (Association) President's release time payment of $100,000 without affording the Association adequate notice and opportunity to bargain.

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

A. CEASE AND DESIST FROM:

1. Failing or refusing to meet and negotiate in good faith with the Association.

2. Eliminating the Association President's release time payment of $100,000 without affording the Association notice and opportunity to bargain over the decision of the change.

3. Interfering with either the Association's right to represent bargaining unit employees or employees' right to be represented by the Association.

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

1. Within sixty (60) days, after this decision is no longer subject to appeal, unless the Association agrees otherwise, rescind the October 17, 2023 District Board decision to reopen Article 2: Union Rights for the purpose of negotiating the impact and effects of implementing Education Code section 44987.

2. Provide the Association with advance notice and an opportunity to meet and confer (during the Article 29 reopener period) regarding decisions to eliminate the Association President's release time payment of $100,000.

3. Make the Association whole for any losses as a result of the District's failure to meet and negotiate in good faith, including interest at the rate of 7 percent, compounded daily.

Dated: _____ TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Authorized Agent

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

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, 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, Sacramento Regional Office, 1031 18th Street, Sacramento, CA, 95811-4124.

On August 27, 2024, I served the Cover Letter and Proposed Decision regarding Case No. LA-CE-6849-E on the parties listed below by

____ I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Sacramento, California.

____Personal delivery.

_X_Electronic service (e-mail).

Jean Shin, Attorney
California Teachers Association
11745 E. Telegraph Road
Santa Fe Springs, CA 90670
Email: jshin@cta.org

Laurie Kamerrer, Attorney
Adams Silva & McNally LLP
898 N. Pacific Coast Hwy Suite 825
El Segundo, CA 90245
Email: lkamerrer@asmesq.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on August 27, 2024, at Sacramento, California.

Maryna Maltseva	Maltseva M.
(Type or print name)	(Signature)