*** * * JUDICIAL APPEAL PENDING * * ***

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CALIFORNIA FACULTY ASSOCIATION,

Charging Party,

v.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,

Respondent.

Case No. SA-CE-422-H

PERB Decision No. 2915-H

August 19, 2024

Appearances: Rothner, Segall & Greenstone by Julia Harumi Mass, Attorney, for California Faculty Association; Diva M. Sanchez Trevino, Labor Relations Representative, for Trustees of the California State University.

Before Banks, Chair; Krantz and Paulson, Members.

DECISION

KRANTZ, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions by Respondent Trustees of the California State University (CSU) to a proposed decision of an administrative law judge (ALJ). The dispute arose in February 2023, when CSU adopted a new systemwide policy that reduced the number of immunizations students must obtain. Charging Party California Faculty Association (CFA) filed an unfair practice charge primarily alleging that CSU violated the Higher Education Employer-Employee Relations Act (HEERA) by failing to afford CFA notice and opportunity to meet and confer over CSU's decision to adopt the new policy and its reasonably foreseeable effects on faculty health and safety.[1]

PERB's Office of the General Counsel, after reviewing the charge and CSU's response, issued a complaint alleging that CSU violated HEERA by failing to bargain over its decision and/or the effects thereof, as well as by failing to provide CFA with information it requested. Thereafter, CFA withdrew its information request claim.

After holding a formal hearing and receiving the parties' post-hearing briefs, the ALJ issued the proposed decision in January 2024. The ALJ concluded that CSU violated HEERA when it began to implement its decision before affording CFA notice and opportunity to bargain over the policy's reasonably foreseeable effects on faculty health and safety, but CSU had no duty to bargain over its decision to adopt the policy, as that decision involved a non-mandatory bargaining topic.[2]

CSU filed exceptions claiming that its policy had no reasonably foreseeable effects on faculty, and in the alternative that it complied with any bargaining duty it held and/or CFA waived its right to bargain. CFA responded to CSU's exceptions,

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[1] HEERA is codified at Government Code section 3560, et seq. All further statutory references are to the Government Code. To "meet and confer" means to bargain. (*Oxnard Union High School District* (2022) PERB Decision No. 2803, p. 30, fn. 14) In this decision, we will use the term "bargain" except when quoting sources that use the term "meet and confer."

[2] "Non-mandatory" describes topics about which parties need not bargain, although they may choose to do so. (*Oakland Unified School District* (2023) PERB Decision No. 2875, p. 3, fn. 4 (*Oakland*).) One can convey the same meaning by labeling topics "permissive," or as falling outside the "scope of bargaining" or "scope of representation." (*Ibid*.) Although such topics are sometimes called "non-negotiable," that is imprecise because it could also mean illegal bargaining subjects. (*Ibid*.)

urging us to affirm the proposed decision. However, CFA filed no material exceptions of its own, thereby acceding to the ALJ's finding that CSU had no duty to bargain over its decision.

Having reviewed the proposed decision, the parties' arguments, and the record, we affirm the ALJ's conclusion that CSU unlawfully began to implement a new policy without affording CFA adequate advance notice and opportunity to bargain over the policy's effects on faculty health and safety. However, for reasons we explain herein, the unique circumstances of this case lead us to adjust the ALJ's proposed remedy in two primary respects. First, whereas the ALJ's proposed order directed CSU to rescind its new student vaccine policy, we decline to order rescission. Second, we correct the ALJ's make-whole relief order, as it did not direct CSU to reimburse CFA for wasted or diverted resources (if any) and/or other harm resulting from CSU's violations.

FACTUAL BACKGROUND

CSU is an employer under HEERA section 3562, subdivision (g). CFA, an employee organization within the meaning of HEERA section 3562, subdivision (f)(1), exclusively represents CSU's Bargaining Unit 3. Although the unit includes lecturers, assistant professors, associate professors, full professors, coaches, counselors, and librarians, we use the term "faculty" to refer to all titles in Unit 3.

I. CSU's Student Health Requirements Prior to February 2023

In December 1985, CSU's chancellor issued Executive Order 469 (EO 469), which required students to provide proof of immunization for measles and rubella unless they qualified for a medical or religious exemption. The requirement applied to students born after January 1, 1957, if they were enrolling for the first time or applying for readmission. The requirement also applied to continuing students—irrespective of their age—who lived in CSU dormitories, had attended school outside the United States, or were studying in programs involving interaction with patients or children. EO 469 barred non-complying students from registering for classes but specified that CSU's health centers would provide students with the required immunizations at no cost. The order also required campuses to develop appropriate immunization forms and to educate students about the dangers of measles and rubella.

In February 2000, the chancellor issued Executive Order 730 (EO 730), which superseded EO 469. Among other changes, EO 730 loosened deadlines for students to comply with the measles and rubella requirements, added a hepatitis B immunization requirement for first-time enrollees younger than eighteen (consistent with a new state law), and allowed exemptions for "personal beliefs" in addition to religious beliefs and medical reasons.

In February 2002, the chancellor issued Executive Order 803 (EO 803), which superseded EO 730. This initial version of EO 803, which we refer to as the 2002 Policy, stated that students could satisfy the policy's requirements by showing that they had enrolled in a California public school for seventh grade or higher at any time after June 30, 1999. The 2002 Policy also made other changes, such as requiring each campus to inform incoming students residing on-campus about meningococcal disease and the availability of a vaccine for it, and thereafter to obtain from such students a signed response indicating whether they had chosen to obtain the meningococcal vaccine.

In March 2019, the chancellor issued a revised version of EO 803, which superseded the 2002 Policy. This revised version, which we refer to as the 2019 Policy, stated that it would apply to all students entering CSU "in or after fall 2020," and that the policy was "adopted from the California Department of Public Health (CDPH) IMMUNIZATION & SCREENING RECOMMENDATIONS FOR COLLEGE STUDENTS" (capitalization in original). The 2019 Policy further stated as follows: "Any revisions of the CDPH recommendations for colleges and universities as of February 1, each year, will be reflected in CSU requirements for the subsequent fall academic term."

The 2019 Policy no longer permitted students to satisfy the policy's requirements by showing that they had enrolled in a California public school, for seventh grade or higher, on or after July 1, 1999. And the 2019 Policy eliminated religious and personal belief exemptions, while continuing to allow medical exemptions. Absent a medical exemption, the policy required all students to prove that they had a current tuberculosis screening/risk assessment and were current in their immunizations for the following diseases:

"A. Measles, Mumps and Rubella (MMR)
"B. Hepatitis B (Hep B) [for students who are 18 or younger]
"C. Varicella (Chickenpox)
"D. Tetanus-Diphtheria-Pertussis (Tdap)
"E. Meningococcal Disease (Serogroups A, C, Y, W-135)"

In contrast, the 2019 Policy encouraged, without requiring, the following immunizations:

"a. Hepatitis A (Hep A)
"b. Hepatitis B (Hep B) [for students who are 19 or older]
"c. Human papillomavirus (HPV)

> “d. Influenza (Flu)
> “e. Meningococcal B (Meningitis B)
> “f. Pneumococcal
> “g. Poliovirus (Polio)”

The 2019 Policy allowed campuses to require additional vaccines for groups with increased risk (including intercollegiate athletes, dormitory residents, and students traveling abroad), with exemptions for medical reasons. The policy required campuses to advise students how to obtain required vaccines and screenings through private providers. And it allowed campuses to continue providing such immunizations and screenings. However, it removed any requirement that campuses offer no-cost immunizations or, indeed, any immunizations.

Although the 2019 Policy stated that its requirements would take effect for students entering CSU in fall 2020, the COIVD-19 pandemic disrupted that plan. As explained below, CSU repeatedly delayed implementing the 2019 Policy and then discarded and replaced it before it ever became mandatory.

In January 2021, CSU issued a memorandum entitled “Updated Implementation Timeline for Immunization Requirements (formerly Executive Order 803).” This memorandum provided a new implementation timeline for the 2019 Policy. Specifically, it encouraged campuses to implement the 2019 Policy by a “soft” deadline of fall 2021 while setting fall 2022 as a “hard” implementation date.

In July 2021, CSU issued a further memo, which delayed both the “soft” and “hard” dates by one year, as follows:

> “ • Fall 2022 will be a ‘soft’ implementation date. Campuses that are prepared to implement an in-house or third-party solution for immunizations for the entering student cohort matriculating in Fall 2022 are encouraged to move forward

> as planned. For planning purposes, this means implementation must be initiated by Fall 2021 and completed by early Spring 2022.
>
> " • Fall 2023 will be a 'hard' implementation date. Campuses that are unable to comply with the immunization policy by Fall 2022 are required to be prepared to be in full compliance starting with the new student cohort matriculating in fall 2023. For planning purposes, this means implementation must be initiated by Fall 2022 and completed by early Spring 2023."

However, as discussed below, before the fall 2023 mandatory implementation date, CSU replaced the 2019 Policy with a new student health policy.

II. CSU's 2023 Policy on Student Health

On February 14, 2023, CSU revised EO 803.[3] This revision, which we refer to as the 2023 Policy, replaced the 2019 Policy. In the 2023 Policy, CSU eliminated the tuberculosis screening requirement and most vaccine requirements in the 2019 Policy, namely, the mandatory vaccines for measles, mumps, rubella, varicella, tetanus, and meningococcal disease (serogroups A, C, Y, W-135). The 2023 Policy converted each of these requirements into mere recommendations. This left only a single vaccine requirement, required by state law: the hepatitis B vaccine for students under age 18.

The 2023 Policy stated, in relevant part:

> "Immunization and Screening, Recommendations and requirements adopted from the American College Health Association (ACHA) Immunization Recommendations for College Students [hyperlink omitted], and the California Department of Public Health (CDPH) Immunization &

[3] All further dates refer to 2023.

Screening Recommendations for College Students
[hyperlink omitted]

“**NOTE:** Any revisions of the CDPH recommendations for colleges and universities as of February 1, each year, will be reflected in CSU requirements for the subsequent fall academic term.

“**Required Immunization**

“A. Hepatitis B (Hep B) – Ages 18 and younger as per California law [legal citation omitted], enrollees who are 18 years of age or younger are required to provide proof of full immunization against the hepatitis B virus prior to enrollment.

“**Immunization and Screening Recommendations**

“The CSU recommends that students [endnote omitted] are current for the immunizations listed below. Immunizations and screening recommendations, and immunization schedules are linked above. Campuses should link to this policy to provide students with detailed immunization and screening recommendations.

“**Recommended Vaccines to Reduce Outbreaks**

“A. Influenza Vaccine
“B. Measles, Mumps and Rubella (MMR) Vaccine
“C. Meningococcal Conjugate (Serogroups A, C, Y, W-135) Vaccine
“D. Serogroup B Meningococcal Vaccine
“E. Tetanus-Diphtheria-Pertussis (Tdap) Vaccine
“F. Varicella (Chickenpox) Vaccine

“**Other Vaccines Recommended for Adults**

“A. Hepatitis A (Hep A) Vaccine
“B. Hepatitis B (Hep B) Vaccine – Ages 19 and older
“C. Human Papillomavirus (HPV) Vaccine
“D. Pneumococcal Vaccine
“E. Polio Vaccine

“**Recommend Screening**

“A Tuberculosis Screen/Risk Assessment (TB)”

At the hearing in this matter, CSU’s Systemwide Director for Student Wellness and Basic Needs, Carolyn O’Keefe, testified about CSU’s decision to adopt the 2023 Policy. We credit her testimony as a fair summary of CSU’s rationale, but we emphasize that the outcome of this case does not turn on the extent to which CSU’s policymaking was prudent or imprudent from a health or education perspective. Rather, we review the parties’ evidence and argument about CSU’s policymaking only to the extent it is relevant to assessing whether CSU had a duty to bargain over reasonably foreseeable health and safety effects (if any) on faculty.

One of CSU’s rationales is directly relevant to ascertaining if its policy change had reasonably foreseeable effects on faculty. Specifically, CSU relied on the fact that between 94 and 95 percent of CSU students attended school in California before college. For this reason, and particularly in the wake of legislative enactments intended to tighten immunization requirements in California K-12 schools, O’Keefe explained CSU’s belief that a “significantly high number” of incoming CSU’s students “are already vaccinated for California law.” O’Keefe also explained two additional rationales supporting CSU’s policy change, though they are irrelevant to our liability inquiry: (1) the 2019 Policy, if implemented, would have unduly burdened students (by requiring them to produce records) and campus health centers (by requiring them to collect such records and place holds on students who did not produce the needed documentation); and (2) O’Keefe testified that CSU leaders had “anecdotally” shared experiences that students with certain backgrounds and socio-economic status had more difficulty in overcoming vaccination-based enrollment holds.

Although the 2019 Policy never became mandatory, certain campuses nonetheless instituted one or more of its requirements. And we infer that certain campuses continue to require immunizations that the 2023 Policy does not mandate.

III. CFA’s Request to Bargain and CSU’s Response

CSU did not provide CFA with notice before or after adopting the 2023 Policy. CFA discovered the policy change only because one of its members learned of the change and notified a CFA leader.

On February 23, CFA e-mailed CSU a letter stating as follows:

> “We have recently learned of a change to mandatory immunization policy for CSU students.
>
> “It appears that planning and implementation are proceeding without regard to the Collective Bargaining Agreement or our rights under HEERA. We were never notified of this policy or invited to meet and confer on it. Please cease implementation until we have had time to meet and confer over this policy change, which requires rescinding the policy until the union has had the opportunity to meet and confer on impact. We are already hearing from members that this change poses health and safety risks for immunocompromised faculty and/or their families.
>
> “The policy is likely to impact faculty rights in the areas of health and safety and perhaps other rights as well. In that context, CFA hereby request to engage in the required bargaining.”

On February 28, CSU Senior Director of Collective Bargaining Stefanie Gusha spoke with CFA Director of Representation and Bargaining Kathy Sheffield. Gusha told Sheffield that: (1) CSU had no duty to bargain with CFA over student health requirements; (2) CSU had never done so in the past; and (3) CSU saw no foreseeable impacts that would be subject to bargaining with CFA.

On March 8, CFA filed its charge in this matter. On the same date, Gusha e-mailed Sheffield a letter stating in relevant part:

> "As we discussed on February 28, 2023, the CSU's decision to modify the student Immunization Requirements is not within scope of representation. These requirements are fundamentally a student policy, and only applies to undergraduate and graduate students, students matriculated in self-support degree programs and K-12 students participating in concurrent enrollment courses entering the California State University (CSU) in or after fall 2023. As such, the CSU does not see any foreseeable impacts that are bargainable with CFA. In addition, the CSU has no record of the parties ever negotiating with CFA over this student requirement, including the 2019 changes to the requirements.
>
> ". . . And while we do not believe we are required to meet and confer, we are willing to meet and discuss the Immunization Requirements with you, in order to allow you to explain why you believe there are impacts within your scope of representation. We are available on March 16th from 2 to 4 p.m. If that date and time does not work for you, please provide me with alternative dates and times."

On March 14, Gusha e-mailed Sheffield asking for a second time if CFA was available to meet on March 16 from 2:00 to 4:00 p.m. Later that day, Sheffield responded in relevant part:

> “Have you changed your position? On February 28, 2023, you told me on the phone that meeting and conferring ‘was not required’ over the elimination of mandatory vaccinations for students. You further told me that the change ‘was not seen to have an impact of [sic] faculty.’ . . .
>
> “I ask because we filed a PERB charge last week, and I need to know your response to my question posed above before agreeing to meet to discuss the matter. Discussing a policy change, after the fact, that deeply impacts the health and safety of our members does not satisfy your obligations and the union’s rights under HEERA. If you need further clarification on the union’s position, please review the PERB charge we filed last week.”

On March 15, Gusha responded in relevant part: “As we stated in our March 8, 2023 letter, while we do not believe we are required to meet and confer, we are willing to meet and discuss the Immunization Requirements with you, in order to allow you to explain why you believe there are impacts within your scope of representation. Accordingly, I offered March 16th from 2 to 4 p.m. If you are not interested in meeting, please let me know.”

Later that day, Sheffield responded:

> “The union is not interested in meeting under the terms you laid out. We disagree with your position that the union has no right to meet and confer formally, and we filed a charge with PERB for this very reason.
>
> “Elimination of vaccinations in the CSU puts faculty at risk, and the decision does not conform with any health guidance we know of. We shared news of this policy change with members last week, and we supplied the following links to information that I expect you are aware of as well:
>
> “Immunization Recommendations and Screening Requirements for California Colleges [hyperlink omitted]

> "Immunization Recommendations for College Students (acha.org) [hyperlink omitted]
>
> "Both the California Department of Public Health and the American College Health Association recommend requiring vaccines in a way that is consistent with the CSU's past practice."

IV. Prior Negotiations Over Health and Safety Related Matters

The record does not reflect that CFA demanded to bargain, or that the parties did bargain, over the 2019 Policy or any pre-2019 changes to CSU's student health policies. Since 2020, the parties have bargained over COVID-19 vaccination mandates, mask mandates, air filtration, sanitation protocols, accommodations for faculty with health concerns, and policies related to returning to campus during the COVID-19 pandemic. These negotiations typically involved requirements for students and faculty, among others.

DISCUSSION

When resolving exceptions to a proposed decision, we apply a de novo standard of review. (*City of San Ramon* (2018) PERB Decision No. 2571-M, p. 5.) However, we need not address arguments the ALJ sufficiently addressed or alleged errors that would not affect the outcome. (*Ibid.*)

Here, because CFA no longer pursues its decision bargaining claim, it is undisputed that CSU had no duty to bargain over its decision to adopt the 2023 Policy. (*County of Orange* (2018) PERB Decision No. 2611-M, p. 2, fn. 2 [in the absence of exceptions on an issue, an ALJ's conclusions on that issue are final and binding on parties to the case, but otherwise nonprecedential].) Accordingly, our focus is whether CSU violated HEERA by beginning to implement the 2023 Policy before affording CFA notice and an opportunity to engage in effects bargaining. After answering that question affirmatively, we consider the appropriate remedy.

I. CFA's Effects Bargaining Claim

Even where a decision involves a non-mandatory bargaining topic, if the decision has reasonably foreseeable effects on exclusively represented employees' terms and conditions of employment, then the employer has a bargaining obligation regarding the decision's effects and implementation. (*International Assn. of Fire Fighters, Local 188, AFL-CIO v. Public Employment Relations Bd.* (2011) 51 Cal.4th 259, 265 & 276 (*Richmond Firefighters*); *Regents of the University of California* (2021) PERB Decision No. 2783-H, pp. 28-29.) Accordingly, if an employer reaches a firm decision on a matter outside the scope of representation and the decision has reasonably foreseeable effects on represented employees, then the employer typically must afford the exclusive representative notice and a meaningful opportunity to engage in effects negotiations, before implementation begins. (*Oakland*, *supra*, PERB Decision No. 2875, p. 18; *City of Sacramento* (2013) PERB Decision No. 2351-M, pp. 2, 17-19 & 28-42 (*Sacramento*); *County of Santa Clara* (2013) PERB Decision No. 2321-M, p. 30 (*Santa Clara I*).)

There is an exception in which an employer may begin implementation before completing bargaining. In *Compton Community College District* (1989) PERB Decision No. 720, the Board held that an employer may implement a decision on a non-mandatory subject prior to exhausting its effects bargaining obligation if: (1) the implementation date is 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 gives sufficient advance notice of the decision and implementation date to allow for meaningful negotiations prior to implementation; and (3) the employer negotiates in good faith prior to implementation and continues to negotiate afterwards as to the subjects that were not resolved by virtue of implementation. (*Id*. at pp. 14-15.) Here, CSU does not argue that this exception applies, nor does the record support such a conclusion.[4]

For the sake of brevity, we use the word "effects" as shorthand for the broad category that comprises both the effects and implementation of a decision on a non-mandatory bargaining subject. (*Oakland*, *supra*, PERB Decision No. 2875, p. 10.) Negotiations over implementation may include negotiations over potential alternatives or revisions that may mitigate or offset the impact of the decision on employees, even though the decision itself is not bargainable. (*Id*. at p. 11.) For instance, even though an employer has no duty to bargain over a decision to lay off employees, the California Supreme Court has noted that the scope of required effects bargaining includes "the timing of layoffs and the number and identity of the employees affected." (*Richmond Firefighters*, *supra*, 51 Cal.4th at pp. 265, 276.) This means that even after an employer has decided to lay off a set number of bargaining unit employees in specific titles, a union has a right to propose alternatives during effects negotiations. For instance, the union may propose to lessen the number of bargaining unit layoffs and instead achieve desired labor cost savings by laying off non-bargaining unit employees, saving money on wages or benefits, or other similar proposals.

[4] Moreover, in its exceptions, CSU abandons the business necessity defense it pursued unsuccessfully before the ALJ. We express no opinion on that issue.

CSU urges that to establish the complaint's effects bargaining claim, CFA must prove the same elements as it must for a decision bargaining claim. That is not consistent with precedent, however. (Compare, e.g., *Regents of the University of California*, *supra*, PERB Decision No. 2783-H, pp. 18-28 [decision bargaining analysis] with *id*. at pp. 28-31 [effects bargaining analysis].) Most obviously, given that we have already determined that CSU's decision to adopt the 2023 Policy falls outside the scope of bargaining, we do not revisit that question in our effects bargaining analysis, other than to determine whether the effects fall within the scope of bargaining. On that issue, we do not read CSU's exceptions to argue that employee health and safety falls outside the scope of representation, but rather to claim that the 2023 Policy had no reasonably foreseeable impact on faculty health and safety, which we address below. However, to the extent CSU challenges whether reasonably foreseeable health or safety effects are bargainable, that argument is frivolous. (*Richmond Firefighters*, *supra*, 51 Cal.4th at pp. 276-277 [where city faced a budget crisis and decided to lay off firefighters, it had no duty to bargain over that decision but had to bargain over effects such as the safety of remaining firefighters].)

Accordingly, in applying precedent to the record before us, we focus on these primary outcome-determinative questions that CSU has raised: (1) whether the 2023 Policy had a reasonably foreseeable impact on faculty health or safety; (2) whether CSU complied with any bargaining obligation it owed CFA; and (3) whether CFA waived its right to bargain.

A. Applying The “Reasonably Foreseeable” Standard

Decisions with reasonably foreseeable impacts on employee health or safety are a quintessential example of decisions that trigger an obligation to engage in effects bargaining. (*Richmond Firefighters*, *supra*, 51 Cal.4th at pp. 276-277; *Salinas Valley Memorial Healthcare System* (2012) PERB Decision No. 2298-M, p. 19.) The California Court of Appeal has noted that “where human health and safety are involved,” we should err on the side of finding a change is material enough to trigger bargaining even if it “will affect only a few employees.” (*Solano County Employees’ Assn. v. County of Solano* (1982) 136 Cal.App.3d 256, 262 (*Solano*).) Indeed, *Solano* held this is true even when management seeks to make the workplace safer, over the union’s objection. (*Ibid*.) The principle holds even more sway here, where it is the union that espouses the more cautious position.

CSU argues that changing its student health policy had no reasonably foreseeable impacts on faculty health or safety. CSU relies, in part, on a version of the rationale that O’Keefe explained in her testimony: between 94 and 95 percent of CSU students attended school in California before college, meaning that a high percentage of CSU students have already met the state’s student health requirements for K-12 schools. However, for the reasons we proceed to explain, CFA presented sufficient evidence to show that, nonetheless, the 2023 Policy had a reasonably foreseeable impact on faculty health and safety.[5]

[5] In ascertaining if there are reasonably foreseeable effects, we consider the 2023 Policy as a change to two different aspects of the status quo that existed as of February 2023: (1) it changed the 2019 Policy, which had been formally adopted, was set to become mandatory as of the fall 2023 hard deadline, and therefore constituted an established expectation; and (2) it also changed the interim status quo that existed

To begin, while both the 2019 Policy and the 2023 Policy include phrases suggesting that they are adapted from ACHA and CDPH guidance, the fact is that the 2019 Policy closely matched such expert guidance, while the 2023 Policy did not, since it made critical immunizations optional. For instance, ACHA's guidance indicates that colleges should require the MMR, meningococcal, varicella, and Tdap vaccines (among others) without allowing any exemptions for religious or personal beliefs. This is a far stricter requirement than the 2023 Policy, which allows students full discretion as to all vaccines (other than the hepatitis B vaccine for students under age 18), without the need to show any basis for an exemption. CDPH similarly urges colleges to make vaccines mandatory.

Most importantly, ACHA and CDPH both explain their guidance as protecting all members of the college community from outbreaks. ACHA states that its guidance is to protect "campus communities," and "is particularly important in preventing disease clusters and outbreaks on campus." CDPH, similarly, states that its guidance will reduce "the likelihood of requiring additional staff time during a disease-related outbreak." These expert sources make clear why a student vaccine policy can have a reasonably foreseeable impact on faculty health.

A question remains whether this general proposition applies at CSU given the high percentage of students who attended school in California before college. While

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prior to the hard deadline—a status quo mainly set by the 2002 Policy. With respect to either comparator, the 2023 Policy lessened student immunization requirements, which is the key change we consider in ascertaining reasonably foreseeable effects.

K-12 school immunization requirements reduce the risk of outbreaks at CSU, certain factors limit the extent of that reduction. First, K-12 school immunization requirements do not address meningococcal disease and tuberculosis, but the 2019 Policy addressed these diseases. Relatedly, we credit the testimony of Richard Pan, a physician and public health expert, who noted there have been recent deadly outbreaks of meningococcus in high schools and colleges, and that faculty at a college are therefore at risk.[6]

CSU's student body makeup—heavily weighted toward students who attended school in California before college—means that our inquiry is a closer call for those diseases which K-12 requirements do address. But even for those diseases, Pan explained that merely accepting 94 to 95 percent of students from within California does not lead to sufficient community immunity to suppress outbreaks. With respect to measles, for instance, Pan explained that effective community immunity requires a vaccination rate of at least 95 percent, but the 94 to 95 percent of CSU students who attended school in California includes those who did not receive vaccinations because they were home schooled, plus those who had exemptions. Indeed, Pan noted that exemptions pose a multifaceted problem, as medical exemptions increased when California outlawed personal belief and religious exemptions. Furthermore, Pan noted that there are certain counties where K-12 vaccination rates are especially low. This

[6] Pan served in the California Legislature for 12 years. Among other roles that Pan held during this time, he first chaired the Assembly Committee on Health and later the Senate Committee on Health.

means that one cannot extrapolate from statewide averages to assume no reasonably foreseeable effects at any campus.[7]

For all the foregoing reasons, CSU's policy change had the reasonably foreseeable result of reducing community immunity. As Pan explained, this places certain faculty particularly at risk because they are immunocompromised and therefore do not receive adequate protection from their own vaccines. Such faculty rely heavily on community immunity.

CSU acknowledges the "reasonably foreseeable" standard but misapplies it. Citing *Fremont Union High School District* (1987) PERB Decision No. 651, p. 25 (*Fremont*), CSU urges that an employer need only bargain regarding effects that are "reasonably certain to occur." We disagree. While *Fremont* employed the phrase "reasonably certain to occur" in distinguishing between "actual" and "purely speculative" effects (*id*. at pp. 25-27), we later overruled that entire framework, clarifying that a charging party need only demonstrate that there are "reasonably foreseeable" effects rather than "actual" ones. (See *Rio Hondo Community College District* (2013) PERB Decision No. 2313, p. 18 [overruling *San Francisco Unified School District* (2009) PERB Decision No. 2048, which had used the "reasonably certain to occur" phrasing to ascertain whether there were "actual" impacts]; *Trustees of the California State University* (2012) PERB Decision No. 2287-H, pp. 14-17 [overruling precedent requiring "actual" impacts, including *Beverly Hills Unified School District* (2008) PERB Decision No. 1969, which had used the "reasonably certain to

[7] Pan also indicated that K-12 vaccination rates have likely decreased further since COVID, though CDPH had not yet released data at the time of hearing.

occur" phrasing to ascertain whether there were "actual" impacts].) CSU thus cited *Fremont* for a proposition that has been a dead letter for over a decade. To avoid any further such confusion we expressly overrule *Fremont* to the extent it suggests that effects are only bargainable if they are "reasonably certain to occur."

CSU asserts that there cannot be any effects on faculty that are causally related to the 2023 Policy, because faculty safety has more to do with each faculty member's own vaccination status than that of students. This is true for most faculty but ignores immunocompromised faculty who do not obtain adequate protection from vaccines or for whom a vaccine may be contraindicated. CSU also argues that under any policy, faculty do not know whether their students received a vaccine exemption or are otherwise unvaccinated, and there is no evidence faculty would refuse to teach unvaccinated students. These arguments are meritorious up to a point but miss the fact that, as discussed *ante*, the 2023 Policy increases the risk of a future disease outbreak at a CSU campus. While it may not be possible to quantify that risk with any precision, Pan's testimony supported the ALJ's determination that the resulting increased risk is a reasonably foreseeable impact on faculty health and safety.[8]

It is impossible to know if the parties might reach agreement on any issues or policies, such as affording preference for virtual or hybrid teaching assignments to

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[8] CSU notes that it does not require its faculty to obtain the vaccines required in its 2019 Policy. On this basis, CSU accuses CFA of hypocrisy for asking that students have greater vaccine mandates than faculty. We express no opinion on the prudence of CFA's position, just as we express no such opinion whether CSU's decision was wise. Even assuming for the sake of argument that CFA's position is hypocritical, that would not change the fact that the 2023 Policy had a reasonably foreseeable health and safety impact.

immunocompromised faculty, either at all times or in the event of a disease outbreak in a nearby community.[9] CSU argues that faculty already have individual rights to seek a reasonable accommodation, but this argument favors CFA, not CSU, as reasonable accommodation processes are part of a union's scope of representation. (*Sonoma County Superior Court* (2017) PERB Decision No. 2532-C, p. 46, fn. 7; *Sonoma County Superior Court* (2015) PERB Decision No. 2409-C, p. 22.) Moreover, even when parties are unable to reach agreement, there are benefits to bargaining over fraught issues. (*County of San Joaquin* (2021) PERB Decision No. 2761-M, p. 69.)

For these reasons, CFA has established that the 2023 Policy had a reasonably foreseeable impact on faculty health and/or safety.

B. The Parties' Interactions After CFA Learned of the 2023 Policy

Where an employer's decision has a reasonably foreseeable impact on represented employees' terms or conditions of employment, the employer generally violates its duty to bargain if it begins to implement its decision before affording the exclusive representative adequate advance notice and a meaningful opportunity to engage in effects bargaining. (*Oakland*, *supra*, PERB Decision No. 2875, p. 10; *Regents of the University of California*, *supra*, PERB Decision No. 2783-H, pp. 28-29; *Sacramento*, *supra*, PERB Decision No. 2351-M, pp. 2, 17-19 & 28-42; *Santa Clara I*, *supra*, PERB Decision No. 2321-M, pp. 30-32.) Here, though CSU admits that it never provided CFA with notice of the 2023 Policy, CSU nonetheless claims it complied with

[9] Even assuming for the sake of argument that existing policy calls for a measles outbreak on campus to trigger 100 percent remote teaching, there may be less certain situations depending on the distance between a campus and an outbreak.

its bargaining duties and/or that CFA waived its right to bargain. The crux of CSU's argument centers on the parties' interactions in February and March. Specifically, on February 23, shortly after CFA learned of the 2023 Policy, the union demanded to bargain over health and safety effects (including, specifically, impacts on immunocompromised faculty). In its demand to bargain, CFA stated, with concern, that it appeared "planning and implementation are proceeding." On February 28, CSU flatly denied that there were any bargainable effects. Then, on March 8, CSU offered to meet so that CFA could "explain why you believe there are impacts within your scope of representation." After CSU repeated this offer on March 14, CFA refused it, declining to bargain "after the fact." CSU never denied that implementation was underway or indicated that it would hold off on implementation until after bargaining.

As we proceed to explain, for CSU to raise tenable arguments regarding these interactions, CSU would have to show, at a minimum, that it had not yet begun implementing the 2023 Policy in February and March. However, CSU failed to make any such showing. Indeed, the record strongly suggests the opposite, and CSU has failed to challenge the ALJ's finding that implementation began in February.

To begin, we affirm the ALJ's reliance on *Santa Clara I*, *supra*, PERB Decision No. 2321-M for the proposition that where a decision on a non-mandatory topic has bargainable effects and the employer begins implementing its decision without providing clear notice regarding the nature and scope of the change, the employer has at that point violated its bargaining duty and the union generally has no duty to request bargaining. (*Id*. at p. 30; see also *Oakland*, *supra*, PERB Decision No. 2875, p. 19 [union had no duty to bargain effects because employer had already begun implementing its decision].) As the ALJ noted, an employer frustrates good faith negotiations if it begins implementation before bargaining. (*Santa Clara I*, *supra*, p. 24 [bargaining "from a hole" is futile]; accord *Sacramento*, *supra*, PERB Decision No. 2351-M, p. 41.)

Santa Clara I overruled multiple decisions that mistakenly required a union to demand effects bargaining whenever it gained "actual knowledge" (also known as "actual notice") of an employer decision, even if implementation was already underway. (*Santa Clara I*, *supra*, PERB Decision No. 2321-M, pp. 26-32; see also *Sacramento*, *supra*, PERB Decision No. 2351-M, pp. 17 & 38 [explaining *Santa Clara I*'s import].) After *Santa Clara I* and *Sacramento*, there remains only a narrow path for an employer, after failing to afford a union notice, to rely on the fact that a union official nonetheless gained actual knowledge of the decision. Specifically, as part of an affirmative defense asserting that a union clearly and unmistakably waived its right to bargain, the employer must show that a union official with authority to act obtained full, timely, actual knowledge of the decision not only before the employer began implementation, but also with sufficient time to allow good faith bargaining before implementation. (*Santa Clara I*, *supra*, at pp. 28-29 [citing *Victor Valley Union High School District* (1986) PERB Decision No. 565, pp. 4-6 (*Victor Valley*)]; accord *Sacramento*, *supra*, pp. 38-42.)

Victor Valley, *supra*, PERB Decision No. 565, which arose in a decision bargaining context, interwove analysis of what constitutes adequate notice from an employer and what constitutes adequate actual knowledge in lieu of notice from the employer. (*Id*. at pp. 4-6.) *Santa Clara I* explained how these concepts apply if an employer has a duty to bargain over effects and implementation rather than over the decision itself. (*Santa Clara I*, *supra*, PERB Decision No. 2321-M, pp. 30-32.)

In either a decision bargaining or effects bargaining context, two points are critical. The first relates to burdens of proof. While a charging party union has the burden to prove that the employer failed to provide adequate advance notice and/or opportunity to bargain, if the employer seeks to rely on the union's "actual knowledge" in lieu of formal notice, the employer must do so as part of a waiver defense for which it bears the burden of proof. (*Sacramento*, *supra*, PERB Decision No. 2351-M, pp. 38 & 40.) Second, the Board has logically and properly interpreted *Victor Valley*, *supra*, PERB Decision No. 565 as making the requirements attendant to an actual knowledge showing no less stringent than the requirements when an employer provides formal notice to a union. Thus, to prove a union's actual knowledge, the employer must show that such actual knowledge satisfied each element of effective notice set forth in *Victor Valley*, meaning that the union official with actual knowledge must: (1) have authority to act; (2) know of those aspects of the decision that have bargainable effects; and (3) possess the knowledge sufficiently in advance of a firm decision to allow good faith decisional bargaining or sufficiently in advance of implementation to allow for good faith effects bargaining. (*Sacramento*, *supra*, pp. 28-42; *Victor Valley*, *supra*, at pp. 5-6; accord *El Dorado County Deputy Sheriff's Assn. v. County of El Dorado* (2016) 244 Cal.App.4th 950, 956-957; *San Diego Adult Educators v. Public Employment Relations Bd.* (1990) 223 Cal.App.3d 1124, 1136.)[10]

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[10] "What constitutes a 'reasonable amount of time' necessarily depends upon the individual circumstances of each case." (*Victor Valley*, *supra*, PERB Decision No. 565, p. 5.) However, it must include sufficient time for the organization to consult

Here, we assume that a CFA official with authority to act had actual knowledge of the full scope of the 2023 Policy in February 23. However, CSU failed to prove that CFA had such knowledge at a time before implementation began, much less sufficiently in advance to allow a meaningful opportunity to bargain. Indeed, to the contrary, O'Keefe admitted in her testimony that the 2023 Policy "was implemented in February of 2023." Contemporaneous events bolster this admission: when CFA wrote CSU on February 23, indicating that implementation was apparently underway and asking for implementation to cease to allow bargaining over the 2023 Policy's impact on faculty, CSU never denied that implementation was underway and never agreed to cease implementation to allow bargaining. Finally, the ALJ found that implementation began in February 2023, and CSU did not challenge that finding in its exceptions, thereby waiving any further challenge on that outcome-determinative point.

Thus, CSU has no defense to liability even though on March 8 it partially walked back its February 28 flat denial that there were no bargainable effects, replacing its denial with this equivocal offer: "[W]hile we do not believe we are required to meet and confer, we are willing to meet and discuss the Immunization Requirements with you, in order to allow you to explain why you believe there are impacts within your scope of representation." For CSU to establish that CFA waived its right to bargain by turning down this this offer, CSU had the burden prove that it was holding off on

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its members, decide on a course of action, request and receive information, and then bargain in good faith to impasse or agreement. (*Sacramento*, *supra*, PERB Decision No. 2351-M, pp. 29-30.)

implementation. Because the evidence before us strongly suggests the opposite, and CSU has in any event waived any argument to the contrary, CSU's argument fails.

Accordingly, CSU had already violated HEERA when CFA filed this charge, and we affirm the ALJ's conclusion that CSU violated its effects bargaining duty. This conduct also derivatively interfered with protected union and employee rights. (*City and County of San Francisco* (2023) PERB Decision No. 2858-M, p. 14, fn. 8.)

II. <u>Remedy</u>

Although neither party filed exceptions on remedial issues, we nonetheless exercise our discretion to adjust the remedy. (*Oakland*, *supra*, PERB Decision No. 2875, pp. 9-10.)

The Legislature has vested PERB with broad authority to decide what remedies are necessary to effectuate the purposes of HEERA and the other acts we enforce. (HEERA, § 3563, subds. (h) & (m); § 3563.2, 1st par; § 3563.3; *Mt. San Antonio Community College Dist. v. Public Employment Relations Bd.* (1989) 210 Cal.App.3d 178, 189.) PERB remedies must serve the dual purposes of compensating for the harm a violation causes and deterring further violations. (*County of San Joaquin v. Public Employment Relations Bd.* (2022) 82 Cal.App.5th 1053, 1068.) Moreover, a "properly designed remedial order seeks a restoration of the situation as nearly as possible to that which would have obtained but for the unfair labor practice." (*Modesto City Schools* (1983) PERB Decision No. 291, pp. 67-68.) We therefore attempt to "recreate the conditions and relationships that would have been had there been no unfair labor practice, even when doing so necessarily entails some degree of uncertainty as to the precise relationships." (*City of Pasadena* (2014) PERB Order No. Ad-406-M, p. 13.)

When an employer does not fulfill its decision bargaining obligation, PERB's standard remedy includes a cease-and-desist order, restoring the status quo ante via a rescission order, make-whole relief, and a prospective order to bargain. (*The Accelerated Schools* (2023) PERB Decision No. 2855, p. 18 (*Accelerated Schools*); *Pittsburg Unified School District* (2022) PERB Decision No. 2833, p. 14 (*Pittsburg*).) However, the proper remedies sometimes differ when an employer has no decision bargaining obligation and instead violates its duty to bargain effects. (*Accelerated Schools*, *supra*, PERB Decision No. 2855, p. 19.) We explain.

A. <u>Rescission</u>

As part of remedying a failure to bargain effects, PERB does not necessarily direct the employer to fully rescind its implementation of the underlying decision. (*Accelerated Schools*, *supra*, PERB Decision No. 2855, p. 19.) Determining whether to order rescission for a failure to bargain effects typically turns on whether rescission is necessary to level the playing field and allow fair, good faith bargaining. For instance, in some decisions involving a failure to bargain over effects, we have found it sufficient to prospectively exempt bargaining unit employees from the effects of the decision until the employer has fulfilled its bargaining duty (without exempting non-bargaining unit employees) and provide make-whole relief from the date of the violation until negotiations are complete. (See, e.g., *County of Santa Clara* (2021) PERB Decision No. 2799-M, pp. 29-30 (*Santa Clara II*).)

Here, there are reasons favoring the ALJ's proposed rescission order, as well as reasons to refrain from ordering rescission. The primary rationale for ordering rescission is that the circumstances of this case make it difficult to promote fair collective bargaining and deter future violations, because: (1) unlike *Santa Clara II*, *supra*, PERB Decision No. 2799-M, where we temporarily enjoined the employer from applying its surveillance technology ordinance to bargaining unit employees while it bargained, there is no comparable option here; rescission is the only action that might lessen health and safety risks associated with the 2023 Policy; and (2) unlike *Accelerated Schools*, *supra*, PERB Decision No. 2855, it is hard for us to know if our make-whole order will lead to monetary relief for faculty.[11] Thus, absent rescission, there is significant risk of a toothless remedy that fails to level the playing field for fair collective bargaining to ensue.

While these circumstances could support a rescission order, there are three countervailing reasons that persuade us to refrain from such an order. First, the 2023 Policy changed CSU's student-facing health framework. Our expertise is in enforcing statutory labor relations rights and duties, not in crafting student immunization policies. This is why we noted (*ante* at p. 9 & p. 21, fn. 8) that expert guidance on higher education immunization requirements is relevant to this case only because it provides evidence that the 2023 Policy had a reasonably foreseeable impact on faculty health and safety, which is central to our inquiry. CSU offered educational reasons (as well

[11] While CFA will have the opportunity in compliance proceedings to prove that CSU's violation caused faculty to incur damages—such as lost wages or paying for masks or vaccine booster shots—we express no opinion as to the likelihood that CFA will establish by a preponderance of the evidence that a violation caused such a loss.

as public health arguments based on the nature of its student body) for departing from such expert guidance, and it is not our role to assess the validity of those reasons from an educational or public health perspective. Accordingly, and given that the standard range of PERB remedies in an effects bargaining case does not necessarily include a rescission order, we hesitate to order rescission.

Second, outside of the COVID-19 context, there is no indication that CFA or any other union has previously sought to bargain in past instances when CSU strengthened or loosened its student health policies. While declining to request bargaining in past instances does not waive the right to bargain in future instances (*County of Kern & Kern County Hospital Authority* (2019) PERB Decision No. 2659-M, p. 22, fn. 19), this history is a further reason to exercise our discretion not to order rescission. Moreover, in holding that CSU must bargain over the health and safety effects of its 2023 Policy, we have resolved an issue of first impression. These unusual, combined circumstances make it clear why CSU did not consider HEERA before it began to implement its new policy.

Third, while we have found CSU failed to prove that CFA had actual knowledge of the 2023 Policy before implementation began, and therefore we find CFA had no duty to bargain, we also recognize that CFA declined to take CSU up on its offer to explain why there are bargainable effects. CFA was within its rights to do so without waiving its right to prevail in this case. But given that rescission is not necessarily a standard remedy for a failure to bargain effects, CFA's choice further persuades us to err on the side of leaving the 2023 Policy fully in place during bargaining, even knowing that the resulting remedial order may insufficiently promote fair negotiations.

For these reasons, we reverse the ALJ's proposed remedial order to the extent it directed CSU to rescind its implementation of the 2023 Policy.

B. Make-Whole Relief

To remedy an effects bargaining obligation, PERB generally directs the offending respondent to provide make-whole relief from the first date of harm until the earliest of: (1) the date the parties reach an agreement, typically as part of complying with PERB's effects bargaining order; (2) the date the parties reach a good faith final impasse, including exhaustion of any required or agreed upon post-impasse procedures; or (3) the date the charging party fails to pursue effects negotiations in good faith. (*Accelerated Schools*, *supra*, PERB Decision No. 2855, pp. 19-20.) Such make-whole relief should normally cover harm that the respondent's violation(s) materially caused to both employees and to a charging party union. (*County of Santa Clara* (2024) PERB Decision No. 2900-M, pp. 31-36 [judicial appeal pending on other grounds] (*Santa Clara III*).) We therefore amend the proposed make-whole order to reimburse CFA for wasted/diverted resources or other harm it can prove materially resulted from CSU's violations.[12]

[12] As explained in *Santa Clara III*, *supra*, PERB Decision No, 2900-M, such standard make-whole relief to a successful charging party union does not include damages based on litigation expenses incurred in the same case. (*Id*. at pp. 28-36.) Moreover, CFA will bear the burden of proving by a preponderance of the evidence that a violation materially caused harm. (*Bellflower Unified School District* (2022) PERB Decision No. 2544a, p. 26.) However, CFA need not prove damages precisely. Rather, make-whole relief usually involves predictions and estimates, and thus an approximation may be sufficient to meet the charging party's burden. (*Ibid*.) We resolve uncertainties against the wrongdoer and, provided that an estimate has a rational basis and is not so excessive as to be punitive, it appropriately serves both a compensatory and deterrent function. (*Ibid*.)

ORDER

Based upon the foregoing analysis and the record in the case, the Public Employment Relations Board (PERB) finds that Respondent Trustees of the California State University (CSU) violated the Higher Education Employer-Employee Relations Act (HEERA), Government Code section 3560 et seq., by failing to afford Charging Party California Faculty Association (CFA) notice and opportunity to bargain over reasonably foreseeable health and safety effects before implementing CSU's 2023 decision to adopt a new student immunization and screening policy.

Pursuant to HEERA section 3563.3, it hereby is ORDERED that CSU, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Refusing to afford CFA adequate notice and opportunity to bargain before implementing policies with reasonably foreseeable effects on faculty.

2. Interfering with the HEERA rights of CFA and faculty it represents.

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

1. Upon request, bargain with CFA in good faith regarding the reasonably foreseeable effects on faculty health and safety caused by CSU's 2023 decision to adopt a new student immunization and screening policy.

2. Make whole CFA and CFA-represented faculty for harm caused by CSU's failure to afford CFA adequate notice and opportunity to bargain over reasonably foreseeable effects before implementing CSU's 2023 decision to adopt a new student immunization and screening policy.

3 Augment any monetary relief owed with daily compound interest, at an annual rate of seven percent, accrued from the date of harm until payment.

4. Within 10 workdays after this decision is no longer subject to appeal, post copies of the Notice attached hereto as an Appendix at all work locations where CSU posts notices to CFA-represented faculty. An authorized agent of CSU must sign the Notice, indicating that CSU will comply with the terms of this Order. CSU shall maintain the posting for a period of 30 consecutive workdays and take reasonable steps to ensure that the Notice is not reduced in size, altered, defaced, or covered with any other material. In addition to physically posting this Notice, CSU shall communicate it by electronic message, intranet, internet site, and other electronic means that CSU uses to communicate with CFA-represented faculty.[13]

5. Notify OGC of the actions CSU has taken to follow this Order by providing written reports as OGC directs and serving such reports on CFA.

Chair Banks and Member Paulson joined in this Decision.

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

APPENDIX

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

After a hearing in Unfair Practice Case No. SA-CE-422-H, *California Faculty Association v. Trustees of the California State University*, in which all parties had the right to participate, the Public Employment Relations Board concluded that Trustees of the California State University (CSU) violated the Higher Education Employer-Employee Relations Act (HEERA), Government Code section 3560 et seq., by failing to afford California Faculty Association (CFA) notice and opportunity to bargain over reasonably foreseeable health and safety effects before implementing CSU's 2023 decision to adopt a new student immunization and screening policy.

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

A. CEASE AND DESIST FROM:

1. Refusing to afford CFA adequate notice and opportunity to bargain before implementing policies with reasonably foreseeable effects on faculty.

2. Interfering with the HEERA rights of CFA and faculty it represents.

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

1. Upon request, bargain with CFA in good faith regarding the reasonably foreseeable effects on faculty health and safety caused by our 2023 decision to adopt a new student immunization and screening policy.

2. Make whole CFA and CFA-represented faculty for harm caused by our failure to afford CFA adequate notice and opportunity to bargain over reasonably foreseeable effects before implementing our 2023 decision to adopt a new student immunization and screening policy.

3. Augment any monetary relief owed with daily compound interest, at an annual rate of seven percent, accrued from the date of harm until payment.

Dated: ______________________ Trustees of the California State University

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.