



# PINER-OLIVET UNION SCHOOL DISTRICT

## SPECIAL MEETING - GOVERNING BOARD

Wednesday, September 15, 2021

**Closed Session 6:00 p.m.**

Closed Session 6:02 p.m.

**Public Session 7:00 p.m.**

Adjournment 8:00 p.m.

**This meeting will be held virtually via Zoom.  
The public may observe and address the meeting by going to:**

Join Zoom Meeting

<https://pousd-org.zoom.us/j/86271464444>

Meeting ID: 862 7146 4444

One tap mobile

+13462487799,,86271464444# US (Houston)

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## AGENDA

A copy of the agenda, complete with backup materials, may be reviewed in the District Office, 3450 Coffey Lane, Santa Rosa, beginning the Monday prior to the Wednesday Board Meeting. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday or as otherwise posted. Agendas are always posted at the District Office, the Board/Conference Room 24 and on our web site at [www.pousd.org](http://www.pousd.org).  
ADA Compliance: In compliance with Government Code § 54954.2(a), the Piner-Olivet Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Cathy Manno, Executive Secretary to the Superintendent, Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403 (707) 522-3000 at least two days before the meeting date.

[www.pousd.org](http://www.pousd.org)

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT ON CLOSED SESSION AGENDA
4. ADJOURNMENT TO CLOSED SESSION
5. CLOSED SESSION

Adjournment to Closed Session during this meeting to consider and/or take action upon any of the following items:

- 5.1 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957:
  - 5.1.1 PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE  
(No additional information required)
  - 5.1.2 PUBLIC EMPLOYMENT EMPLOYMENT/APPOINTMENT  
Title:
  - 5.1.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Superintendent
- 5.2 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6:
  - 5.2.1 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau, Superintendent  
Name of organization representing employees: Piner-Olivet Educators' Association, CTA Affiliate
  - 5.2.2 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau, Superintendent  
Name of organization representing employees: Piner-Olivet Classified Association, CSEA Affiliate.
  - 5.2.3 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau, Superintendent  
Name of organization representing employees: Confidential, Supervisory, Administrative Staff

6. RECONVENE TO PUBLIC MEETING
7. REPORT OF CLOSED SESSION ACTION, IF ANY
8. FLAG SALUTE (Suspended during virtual meetings)

**9. ACTION ITEMS**

**9.1 Approval of Resolution #557 Regarding Reduction/Elimination of Classified Employee Services**

The Board of Trustees will review, discuss, and consider approval of Resolution # 557 regarding the Reduction/Elimination of classified employee services. *(Action) (Pgs.3-7)*

**10. ADJOURNMENT**



**BEFORE THE BOARD OF TRUSTEES OF THE  
PINER-OLIVET UNION SCHOOL DISTRICT  
SONOMA COUNTY, CALIFORNIA**

In the Matter of the Elimination/Reduction )  
of Certain Positions in the Classified ) **RESOLUTION NO. 557**  
Service and Directing Notification of )  
Classified Employees )

WHEREAS, Piner-Olivet Union School District (“District”) maintains the following positions within the classified / management service:

**1. Secondary Program Assistant II/Yard Duty/Traffic**

WHEREAS, due to lack of work and/or lack of funds, the Board of Trustees of the District hereby finds that it will be necessary to reduce or eliminate certain services to the following extent:

**2. Secondary Program Assistant II /Yard Duty/ Traffic - Eliminate one (1) 6.06 hour/day position.**

NOW, THEREFORE, BE IT RESOLVED that, effective November 15, 2021, or 60 days after service of notice, whichever is later, the classified positions of the District shall be reduced or eliminated to the extent hereinabove set forth; and

BE IT FURTHER RESOLVED that the Superintendent, or designee, of this District is hereby authorized and directed to give notice of the reduction and/or elimination of the foregoing services to the appropriate classified employees of the District in accordance with applicable law; and

BE IT FURTHER RESOLVED that the Superintendent, or designee, is hereby authorized and directed to inform each such employee of his/her displacement rights, if any, and his/her rehire rights.

The foregoing Resolution was passed and adopted by the Board of Trustees of the Piner-Olivet Union School District on \_\_\_\_\_, 2021, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees

I, \_\_\_\_\_, Secretary/Clerk of the Board of Trustees, do hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees of the District at its meeting on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk/Secretary, Board of Trustees

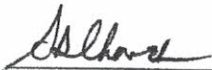
**Memorandum of Understanding  
Between  
The California School Employees Association Chapter No. 45  
And  
Piner-Olivet Union School District**

This Memorandum of Understanding (“MOU”) is entered into this 13<sup>th</sup> day of September 2021 by and between the Piner-Olivet Union School District (“District”) and California School Employee Association, Chapter No.45 (“CSEA”) to address the impact of laying off one (1) Program Assistant II-6.06 hours per day.

The Parties agree as follows:

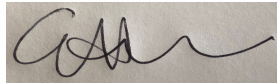
1. The District shall not unlawfully transfer work out of the bargaining unit to certificated, confidential management, or supervisory employee, volunteers, short term, substitute employees, students, or to other bargaining unit employees in different classifications.
2. The District shall not increase the current and existing workload of remaining bargaining unit members as a result of layoff and/or reduction in hours/work year of bargaining unit members. No remaining bargaining unit member shall be required to perform overtime work as a result of the layoffs and/or reduction in hours/work year. In addition, the District agrees there will be no threat of disciplinary action and /or negative evaluations as a result of fewer staff employed to do the work.
3. Laid off bargaining unit members who in lieu of layoffs volunteer to take a lateral transfer into an equal classification or a demotion into a lower classification in which they have not worked but only if the position is vacant. If the bargaining unit member takes a demotion, the unit member shall be granted the same rights as persons laid off and shall remain on the reemployment list for the position from which they were laid off. The bargaining unit member must meet the minimum qualifications of the lateral or lower position.
4. No employee shall be prohibited from increasing hours during the bumping process.
5. To not disrupt the current services being providing to the student and staff, bumping will take place no later than July 1, 2022.
6. Laid off bargaining unit members who were participating in the benefit program shall have their health and welfare benefits continued at the District contribution amount for two (2) months and shall be offered COBRA at the end of those two months. Unit members accepting a reduction of hours shall have their benefits maintained at the pre-reduction level based on their F.T.E. for two months.

7. Laid off employees who are rehired within 39 months shall have all contractual rights and benefits (i.e., longevity, vacation, sick leave, etc.) bridged as though the employee had never been laid off.
8. Nothing in this MOU shall be construed as relinquishing any rights already established in the Education Code.
9. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties collective bargaining agreement.

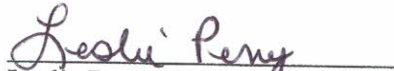


Steve Charbonneau, Superintendent

9/13/21  
Date



Emily Tunheim, Chapter President #45

  
Leslie Perry, Labor Rep

9/13/2021  
Date