STATE OP CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

ANNETTE (BARUDONI) DEGLOW, Charging Party,	)	Case No. SA-CO-419
v.	)	PERB Decision No. 1348
LOS RIOS COLLEGE FEDERATION OF TEACHERS/CFT/AFT/LOCAL 2279, Respondent.	)	September 29, 1999

Appearance: Annette (Barudoni) Deglow, on her own behalf.

Before Caffrey, Chairman; Dyer and Amador, Members.

DECISION

AMADOR, Member: This case is before the Public Employment Relations Board (Board) on appeal by Annette (Barudoni) Deglow (Deglow) to a Board agent's dismissal (attached) of her unfair practice charge. Deglow filed an unfair practice charge alleging that the Los Rios College Federation of Teachers/CFT/AFT/Local 2279 (Federation) breached its duty of fair representation in violation of section 3544.9 of the Educational Employment Relations Act (EERA).[1] The charge also alleged that the Federation interfered with her exercise of rights under EERA section 3543, thus violating EERA section 3543.6(b), when it

[1]**EERA** is codified at Government Code section 3540 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code. EERA section 3544.9 provides:

> The employee organization recognized or certified as the exclusive representative for the purpose of meeting and negotiating shall fairly represent each and every employee in the appropriate unit.

refused to represent her in grieving the Los Rios Community College District's (District) decision to assign her to teach Math 51 (Algebra). In addition, the charge alleges that the Federation caused or attempted to cause the District to violate EERA section 3543.6(a).[2]

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[2]EERA section 3543 states:

> Public school employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public school employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public school employer, except that once the employees in an appropriate unit have selected an exclusive representative and it has been recognized pursuant to Section 3544.1 or certified pursuant to Section 3544.7, no employee in that unit may meet and negotiate with the public school employer.
>
> Any employee may at any time present grievances to his employer, and have such grievances adjusted, without the intervention of the exclusive, representative, as long as the adjustment is reached prior to arbitration pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8 and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

EERA section 3543.6 states, in pertinent part:

> It shall be unlawful for an employee organization to:

After investigation, the Board agent dismissed the charge for failure to establish a prima facie case.

The Board has reviewed the entire record in this case, including the original and amended unfair practice charge, the Board agent's warning and dismissal letters, and Deglow's appeal. The Board finds the warning and dismissal letters to be free of prejudicial error and adopts them as the decision of the Board itself.

ORDER

The unfair practice charge in Case No. SA-CO-419 is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Chairman Caffrey and Member Dyer joined in this Decision.

(a) Cause or attempt to cause a public school employer to violate Section 3543.5.

(b) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

PUBLIC EMPLOYMENT RELATIONS BOARD

Sacramento Regional Office
1031 18th Street, Room 102
Sacramento, CA 95814-4174
(916) 322-3198

June 25, 1999

Annette (Barudoni) DeGlow

Re: Unfair Practice Charge No. SA-CO-419
Annette (Barudoni) DeGlow v. Los Rios College Federation of Teachers/CFT/AFT/Local 2279
DISMISSAL LETTER

Dear Ms. DeGlow:

The above-referenced unfair practice charge, filed August 27, 1998, alleges that the Los Rios College Federation of Teachers (Federation) breached the duty of fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b) when it refused to represent charging party in grieving the Los Rios Community College District's (District) decision to assign charging party to teach Math 51 (Algebra).

I indicated to you, in my attached letter dated May 19, 1999, that the above-referenced charge did not state a prima facie case. You were advised that, if there were any factual inaccuracies or additional facts which would correct the deficiencies explained in that letter, you should amend the charge. You were further advised that, unless you amended the charge to state a prima facie case or withdrew it prior to May 26, 1999, the charge would be dismissed. I subsequently extended this deadline to June 15, 1999.

On June 15, 1999, you filed a third amended charge. You indicate that the purpose of the third amended charge is to provide additional documentation to demonstrate that the District and Federation have accepted your work-related disability, to reiterate" that the issues identified in the Fall 1997 "evaluation were issues of academic freedom, to demonstrate a connection between your protected activity and the Federation's decision not to represent you, and to update the record regarding the damage caused by the Federation's decision not to represent you. The charge allegations and arguments are discussed below.

In 1984 or 1985, the Workers' Compensation Appeals Board determined that charging party had developed vocal cord nodules and sustained permanent damage as a result of and in the course

of her employment. The charge asserts that both the District and the Federation subsequently acknowledged the existence of this work-related disability. In 1991, the District provided charging party with a chalk-free classroom outfitted with a dry erase board and an overhead projector. Charging party has been assigned to teach Math 52 (Geometry) since at least 1991.

During the week of April 20, 1998, the District informed charging party that she had been assigned to teach Math 51 (Algebra) during the Fall 1998 semester. On April 22, 1998, charging party forwarded a grievance challenging this assignment to the Federation. On April 23, 1998, the Federation responded that it would not "support a grievance alleging a failure to accommodate a disability that has not been granted an accommodation under the Americans with Disabilities Act." Further, the grievance did not indicate that the District's decision to assign charging party to teach Math 51 infringed on any specific right guaranteed by the collective bargaining agreement. Finally, the Federation concluded that the District's decision to assign charging party to teach Math 51 fell within the District's contractual prerogative to assign its employees.

Based on charging party's report that the District had made "no provisions for visual or computer aids to allow her to restrict the amount of vocal instruction required," charging party's physician recommended that she not teach Math 51 in the Fall of 1998. Instead, charging party spent in excess of 645 hours developing a program to teach Math 51. Because the District declined to give her access to the equipment that she needed, charging party had to obtain the computer equipment necessary to produce a "digital show" for use in teaching Math 51. Charging party used 32.8 days of sick leave in order to complete preparations for teaching Math 51.

The charge alleges that the Federation breached the duty of fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b) when it failed to represent charging party's grievance of her Fall 1998 assignment. The duty of fair representation imposed on the exclusive representative extends to grievance handling. (Fremont Teachers Association (King) (1980) PERB Decision No. 125; United Teachers of Los Angeles (Collins) (1982) PERB Decision No. 258.) As I explained in greater detail in the attached warning letter, in order to state a prima facie violation of this section of EERA, Charging Party must show that the Federation's conduct was arbitrary, discriminatory, or in bad faith. (Id.)

Charging party contends that her reassignment was a clear violation of the collective bargaining agreement and that the Federation's decision not to pursue a grievance challenging the

reassignment amounted to an arbitrary and bad faith aiding and abetting the District's improper conduct. Charging party does not provide any additional factual allegations to support this assertion.

Charging party also argues that the original and amended unfair practice charges demonstrate that the Federation acted in a discriminatory manner when it refused to pursue her grievance. In order to prevail on a discrimination theory, the charging party must establish that the employee was engaged in protected activity, that the activities were known to the employee organization and that the employee organization took adverse action against the employee because of the protected activity. (Novato Unified School District (1982) PERB Decision No. 210 at pp. 5-6 (Novato).) The Board has long recognized that, because motivation is a state of mind which may be known only to the actor, direct proof of unlawful motivation is rarely possible. (Carlsbad Unified School District (1979) PERB Decision No. 89 at p. 11.) Accordingly, the Board recognizes the following circumstantial indications of unlawful motivation: (1) the proximity of time between the protected activity and the adverse action; (2) disparate treatment of the affected employee(s); (3) departure from established procedures; (4) inconsistent or contradictory justifications for the employer's actions; and (5) inadequate investigation. (Novato at p. 7.)

Charging party asserts that the original and amended unfair practice charges "clearly outline acts of disparate treatment, departure from established procedures and standards, inconsistent or contradictory justifications for actions taken, cursory investigation, failure to offer justification for actions taken or the offering of exaggerated, vague or ambiguous reasons and a host of other facts all demonstrating unlawful motive." This assertion appears to refer in large part to allegations already considered and rejected in the attached warning letter. However, charging party also alleges that the Federation's decision not to represent her occurred because PERB issued a complaint on an unrelated charge during March of 1998. Temporal proximity is certainly an indication of unlawful motive. (Moreland Elementary School District (1982) PERB Decision No. 227 at 13.) Timing alone, however, is not sufficient to create the requisite nexus between charging party's protected activities and the Federation's decision not to represent her grievance. (Id.) Further, the charge fails to point to any evidence of a change in the Federation's attitude at that time. In fact, the Federation agreed to represent charging party in grieving her Fall 1997 evaluation in April of 1998. Accordingly, this allegation is dismissed.

Finally, the amended charge alleges that the Federation's failure to represent charging party in her grievance either caused or was an attempt to cause the District to violate the EERA. In order to state a violation of EERA section 3543.6 (a), a charge must allege facts demonstrating how and in what manner the Federation caused or attempted to cause the District to violate the EERA. (American Federation of State, County and Municipal Employees (Waters) (1988) PERB Decision No. 697-H; California School Employees Association (Kotch) (1992) PERB Decision No. 953.)

The charge does not provide facts which demonstrate how or in what manner the Federation caused or attempted to cause the District to discriminate or retaliate against charging party. Further, the charge provides no support for the interesting proposition that the failure to file a grievance could actually be the cause of the allegedly grievable conduct. PERB case law, including those cases noted above, appear to indicate that a union must take affirmative actions in its attempt to cause an employer to violate the EERA. The facts alleged in the charge fail to demonstrate that the Federation affirmatively caused or attempted to cause the District to discriminate against you. Without some allegation that the Association's conduct actually caused the District's allegedly unlawful action, the charge fails to state a prima facie cause of action. Accordingly, this allegation is dismissed as well.

Based on the facts and reasons stated above and those in my May 19, 1999 letter, I am dismissing the charge.

Right to Appeal

Pursuant to Public Employment Relations Board regulations, you may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal. (Cal. Code Regs., tit. 8, sec. 32635(a).) Any document filed with the Board must contain the case name and number, and the original and five (5) copies of all documents must be provided to the Board.

A document is considered "filed" when actually received before the close of business (5 p.m.) on the last day set for filing or when mailed by certified or Express United States mail, as shown on the postal receipt or postmark, or delivered to a common carrier promising overnight delivery, as shown on the carrier's receipt, not later than the last day set for filing. (Cal. Code Regs., tit. 8, sec. 32135 (a); see also Cal. Code Regs., tit. 8, sec. 32130.)

A document is also considered "filed" when received by facsimile transmission before the close of business on the last day for

filing together with a Facsimile Transmission Cover Sheet which meets the requirements of Cal. Code Regs., tit. 8, sec. 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code. Regs., tit. 8, secs. 32135(b), (c) and (d); see also Cal. Code Regs., tit. 8, secs. 32090 and 32130.)

The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95814-4174
FAX: (916) 327-7960

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Cal. Code Regs., tit. 8, sec. 32635(b).)

Service

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 Cal. Code Regs., tit. 8, sec. 32140 for the required contents and a sample form.) The document will be considered properly "served" when personally delivered or deposited in the first-class mail, postage paid and properly addressed. A document filed by facsimile transmission may be concurrently served via facsimile transmission on all parties to the proceeding. (Cal. Code Regs., tit. 8, sec. 32135(c).)

Extension of Time

A request for an extension of time, in which to file a document with the Board itself, must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Cal. Code Regs., tit. 8, sec. 32132.)

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

ROBERT THOMPSON
Deputy General Counsel

By
Charles Sakai
Board Agent

Attachment

cc: Robert Perrone

PUBLIC EMPLOYMENT RELATIONS BOARD

Sacramento Regional Office
1031 18th Street, Room 102
Sacramento, CA 95814-4174
(916) 322-3198

May 19, 1999

Annette (Barudoni) DeGlow

Re: Unfair Practice Charge No. SA-CO-419 2nd Amended Charge
Annette (Barudoni) DeGlow v. Los Rios College
Federation of Teachers/CFT/AFT/Local 2279
WARNING LETTER

Dear Ms. DeGlow:

You filed the above-referenced unfair practice charge on August 27, 1998. Since that time, you have amended the charge twice and we have discussed the charge allegations on a number of occasions, both in person and over the telephone. As amended, the charge alleges that the Los Rios College Federation of Teachers (Federation) breached the duty of fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b) when it refused to represent charging party in grieving the Los Rios Community College District's (District) decision to assign charging party to teach Math 51 (Algebra). The charge alleges the following facts.

The District is a public school employer within the meaning of the Educational Employment Relations Act (EERA). Charging party is an employee within the meaning of the EERA. The Federation is an employee organization within the meaning of the EERA and the exclusive representative of the bargaining unit that includes charging party. The District and the Federation are parties to a collective bargaining agreement (CBA) effective from July 1, 1996 through June 30, 1999.

Over the past several years, charging party has vigorously pursued her rights under the EERA in a number of unfair practice charges and grievances filed against both the District and the Federation. Both the District and the Federation were aware of charging party's exercise of her protected rights.

In 1982, charging party was diagnosed with vocal cord nodules. Charging party received speech therapy and a voice box to assist her during lecture. In 1988, charging party experienced a recurrence of symptoms. In 1991, the District responded to this recurrence of symptoms by moving charging party to a chalk-free classroom, and providing her with a dry erase board and an overhead projector. Charging party has taught Math 52 (geometry) since at least 1991.

In the Fall of 1994, District evaluators gave charging party a substandard evaluation. The Federation represented charging party in a grievance challenging the substandard evaluation. The District subsequently reevaluated charging party and determined that her performance was satisfactory. The Federation withdrew the grievance over charging party's objection.

In the fall of the 1997-98 school year, the District performed another evaluation of charging party. The District rated charging party "Needs Improvement" in seven out of 17 categories, and rated charging party "Needs Improvement" overall. In addition, the evaluation committee recommended that charging party not be assigned to teach Math 52 again until her depth of knowledge of geometry could be documented. On or about January 28, 1998, charging party filed a "Challenge of Conclusions and Procedure Demand for Specificity and to Particularize."

On February 17, 1998, charging party filed a series of grievances challenging the 1997 evaluation. That same day, charging party requested that the Federation represent her in pursuing those grievances. The parties then exchanged a series of approximately thirty letters regarding charging party's grievances. On April 7, 1998, the Federation agreed to represent charging party in challenging the unfavorable evaluation. The Federation consolidated charging party's grievances into grievance 4-S98.

During the week of April 20, 1998, the District advised charging party that she had been assigned to teach Math 51 (algebra) in the fall 1998 semester. On April 22, 1998, charging party mailed the Federation a grievance challenging her assignment to teach Math 51 (grievance 41-S98). Grievance 41-S98 provided, in relevant part:

> "The grievant's Fall 1998 instructional assignment fails to accommodate her disability and ignores her rights as a regular instructor. The assignment indicates that the grievant's academic rights are being violated and the grievant is being discriminated against based on her political activities and her physical disability."

On April 23, 1998, the Federation sent charging party a letter refusing to represent her in pursuing grievance 41-S98. The Federation indicated that it would not "support a grievance alleging a failure to accommodate a disability that has not been granted an accommodation under the Americans with Disabilities Act." Further, the grievance did not indicate that the District's decision to assign charging party to teach Math 51 infringed on any specific right guaranteed by the CBA. Finally, the Federation concluded that the District's decision to assign

charging party to teach Math 51 fell within the District's contractual prerogative to assign its employees.

On or about April 29, charging party reiterated her request for representation, and amended grievance 41-S98. In a letter dated April 30, the Federation confirmed its decision not to represent charging party in grievance 41-S98.

On or about May 1, charging party phoned Federation vice president Linda Stroh in an attempt to procure representation in grievance 41-S98. Stroh advised charging party that the Federation Executive Board had directed its Executive Director not to represent charging party in grievance 41-S98. In a letter dated May 3, 1998, charging party advised the Federation that she did not accept its decision not to represent her. In a letter dated May 4, the Federation again declined to represent charging party in grievance 41-S98. On May 18, 1998, charging party reiterated her request that the Federation represent her.

On May 22, 1998, the District responded to charging party's "Challenge of Conclusions and Procedure Demand for Specificity and to Particularize." The District's response consisted of a four-page memorandum expanding on the rationale for the unfavorable evaluation. Attached to the memorandum were three memoranda from 1995. One of these memoranda was signed by one of the three individuals who evaluated charging party. The memorandum was critical of charging party's lack of support for the department's Math 52 curriculum and suggested that charging party "be assigned a course that agrees with her philosophy."

On May 31, 1998, and again on June 8, charging party forwarded to the Federation a copy of the District's response to her "Challenge of Conclusions and Procedure Demand for Specificity and to Particularize," along with a new request for representation. Charging party contended that the District's response evidenced a violation of her rights. On June 22, 1998, the Federation again denied charging party's request for representation.

Charging party contends that the Federation breached its duty of fair representation when it declined to represent her in grievance 41-S98. Charging party cites several bases for this contention. First, charging party contends that the Federation's decision to represent her in 1994 is incompatible with its decision not to represent her in 1998, demonstrating that its decision not to pursue grievance 41 S98 was arbitrary. Second, charging party contends that the Federation's investigation into whether the reassignment violated the provisions of the CBA was perfunctory and cursory. Third, charging party contends that the Federation's failure to represent her during the first three steps of the grievance process was inconsistent with the CBA and with the Federation's established practice.

The charge alleges that the Federation breached the duty of fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b). The duty of fair representation imposed on the exclusive representative extends to grievance handling. (Fremont Teachers Association (King) (1980) PERB Decision No. 125; United Teachers of Los Angeles (Collins) (1982) PERB Decision No. 258.) In order to state a prima facie violation of this section of EERA, Charging Party must show that the Federation's conduct was arbitrary, discriminatory, or in bad faith. In United Teachers of Los Angeles (Collins). the Public employment Relations Board stated:

> Absent bad faith, discrimination, or arbitrary conduct, mere negligence or poor judgment in handling a grievance does not constitute a breach of the union's duty. [Citations.]

A union may exercise its discretion to determine how far to pursue a grievance in the employee's behalf as long as it does not arbitrarily ignore a meritorious grievance or process a grievance in a perfunctory fashion. A union is also not required to process an employee's grievance if the chances for success are minimal.

In order to state a prima facie case of arbitrary conduct violating the duty of fair representation, a Charging Party:

> . . . must at a minimum include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment. (Emphasis added.) [Reed District Teachers Association. CTA/NEA (Reyes) (1983) PERB Decision No. 332, p. 9, citing Rocklin Teachers Professional Association (Romero) (1980) PERB Decision No. 124.)

In this case, charging party alleges that the Federation's decision not to represent her in challenging the District's assignment to teach Algebra was arbitrary, discriminatory and in bad faith. However, there is no evidence that the Federation arbitrarily ignored grievance 41-S98. As the Federation noted, the CBA provides that the District retains the right to assign its employees. The charge has not demonstrated that the District's decision to assign you to teach Math 51 instead of Math 52 violated the CBA. Nothing provided herein indicates that the Federation's decision not to pursue grievance 41-S98 was without a rational basis.

Likewise, the fact that the Federation represented charging party's challenge to a substandard evaluation in 1994 does not require it to represent charging party in grievance 41-S98. In fact, the Federation challenged charging party's substandard evaluation in 1997 as well.

Charging party also alleges that the Federation's decision not to challenge her reassignment constituted discrimination in violation of EERA section 3543.6(b). In analyzing allegations of discrimination violating the duty of fair representation, the Board follows the principles applicable for violations of EERA section 3543.5(a), a parallel provision prohibiting employer interference and reprisals. (Service Employees International Union, Local 99 (Kimmett) (1979) PERB Decision No. 106, at p. 13.)

In order to prevail on a discrimination theory, the charging party must establish that the employee was engaged in protected activity, that the activities were known to the employee organization and that the employee organization took adverse action against the employee because of the protected activity. (Novato Unified School District (1982) PERB Decision No. 210 at pp. 5-6 (Novato).) The Board has long recognized that, because motivation is a state of mind which may be known only to the actor, direct proof of unlawful motivation is rarely possible. (Carlsbad Unified School District (1979) PERB Decision No. 89 at p. 11.) Accordingly, the Board recognizes the following circumstantial indications of unlawful motivation: (1) the proximity of time between the protected activity and the adverse action; (2) disparate treatment of the affected employee(s); (3) departure from established procedures; (4) inconsistent or contradictory justifications for the employer's actions; and (5) inadequate investigation. (Novato at p. 7.)

In this case, charging party has engaged in substantial protected activity. Further, the Federation was certainly aware of charging party's protected activities. However, charging party has failed to establish the requisite connection between her protected activity and the Federation's decision not to challenge her reassignment.

While it is apparent that charging party and the Federation have sometimes been at odds, the facts do not demonstrate that the Federation's investigation was inadequate or that the Federation's decision to represent charging party in 1994 demonstrated a shifting or inconsistent justification for its decision not to represent charging party in grievance 41-S98. Likewise, the Federation's decision to represent two non-disabled teachers in grieving their substandard evaluations does not indicate disparate treatment based on charging party's protected activities, especially in light of the fact that the Federation has agreed, in previous grievances, to represent charging party in challenging her substandard evaluation as well.

The charge does contend that the Federation deviated from its established policies when it refused to represent her in the first three levels of the grievance procedure. However, charging party has failed to allege any facts demonstrating that the Federation had an established practice of representing all bargaining unit employees on all grievances. Instead, charging party claims that section 13.2.1.1 of the CBA "arguably" gives her the right to Federation representation at the first three levels of the grievance procedure. Section 13.2.1.1 provides, in relevant part:

> At the Informal, College, and District levels, the grievant may:
>
> a. request [Federation] representation. If the [Federation] agrees to represent at the Informal, College, or District level, no commitment to pursue the grievance to a Board of Review is implied.
>
> OR
>
> b. Represent herself or himself alone. This option applies to situations in which the grievant does not request [Federation] representation or to situations where the [Federation] denies a representation request.

This provision in no way obligates the Federation to represent unit members during the first three steps of the grievance procedure. In fact, the CBA specifically envisions the situation presented in this case and permits individual grievants to proceed without Federation assistance. Accordingly, charging party has failed to establish that her protected activity motivated the Federation's decision not to challenge her assignment to teach Math 51.

For these reasons the charge, as presently written, does not state a prima facie case. If there are any factual inaccuracies in this letter or additional facts which would correct the deficiencies explained above, please amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by the charging party. The amended charge must have the case number written on the top right

hand corner of the charge form. The amended charge must be served on the respondent's representative and the original proof of service must be filed with PERB. If I do not receive an amended charge or withdrawal from you before May 26. 1999 . I shall dismiss your charge. If you have any questions, please call me at (916) 322-3198.

Sincerely,

Charles Sakai
Board Agent