



McClellan Park, California

RESOLUTION NO. 1619

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Emergency Resolution in the Event of a
Concerted Refusal to Work By Employees**

WHEREAS, it is the responsibility of the Board of Trustees (“Board”) of the Twin Rivers Unified School District (“District”) to provide students and staff with safe, secure, and peaceful learning environments and worksites, and to be prepared for all emergencies that may occur in the District and take appropriate action in response there to;

WHEREAS, the Board finds that there is a significant likelihood that substantial number of certificated employees are about to strike or engage in a concerted refusal to work, which would interfere with or impede the normal operations of the District and/or jeopardize the welfare and safety of students and the continuity of the instructional program;

WHEREAS, the Board and District administration hope to avoid any strike or other disruption to schools, but in the event of a strike or other work stoppage or interruption, the District has an obligation to take all appropriate steps to ensure schools remain open and available to students to continue their education, as well as to ensure that students who attend school are safe and continue with their educational activities without disruption; and

WHEREAS, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board’s powers and duties, and the Board desires to delegate to the Superintendent, or his designee(s), those lawful powers and duties as may be necessary to prevent a strike, or to mitigate the impacts of a strike or other work stoppage or disruption, if one were to occur.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Twin Rivers Unified School District:

Strikes and Concerted Refusals to Work

1. That any actual or serious risk of a concerted refusal to work by employees will impede or interfere with the normal operations of the District resulting in great or irreparable damage to students and the District. For the purposes of this or other emergency resolutions, the term “concerted refusal to work” shall mean any actual, or reasonably anticipated, strike, work stoppage, slow-down, sick out, unauthorized leave, or other interruptions of work planned or accomplished by employees together.

2. That any actual or serious risk of a concerted refusal to work by employees will constitute a legitimate emergency. In the event of any actual or serious risk of a concerted refusal to work by employees, the Superintendent, or his designee(s), is empowered to take appropriate action including, but not limited to, any action:

- To ensure and protect the welfare, safety and educational well-being of all students;
 - To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
 - To protect District property;
 - To ensure and protect the personal property of persons working for the District when such property is on District grounds;
 - To provide necessary staffing.
3. That the Superintendent, or his designee(s), shall report all such actions taken in accordance with this Resolution to the Board.

Maintenance of the Instructional Program

4. That in the event of any actual or serious risk of a concerted refusal to work by employees, all schools should remain open to provide an educational program for students. In view of the emergency situation, however, the Superintendent, or his designee(s), has the authority to temporarily close a school or schools, cancel or modify specific educational programs or courses, cancel or postpone any extracurricular activities, modify school schedules, and modify class or school site configurations. Only the Superintendent, or his designee(s), has such authority.

5. That once any school is open and students are present, every reasonable effort shall be made to provide a quality educational program. If a site administrator concludes at any time that a school should be closed, this conclusion should, as soon as possible, be communicated to the Superintendent, or his designee(s), for action. Facilities shall be closed, and activities and events suspended, when, in the opinion of the Superintendent, or his designee(s), the safety and welfare of the students or staff on a site is in jeopardy due to inadequate staffing.

6. That the Superintendent, or his designee(s), is directed to take and have other administrators take action against individuals who are involved in acts of malicious mischief, vandalism, disturbing the peace, assault, harassment, unlawfully disrupting the educational program, trespass, and other violations of the law.

7. That all student grades given during the emergency will stand as recorded and will not be made up or modified at the end of the emergency.

Employee Participation in a Concerted Activity or Strike

8. That the Superintendent, or his designee(s), shall implement appropriate administrative procedures so that employee participation in any concerted refusal to work shall be documented. In no case shall an employee be allowed to use sick leave, personal necessity leave, or other authorized leaves if the employee is participating or participated in any concerted refusal to work for that period. If the Superintendent, or his designee(s), determines concerted effort is occurring, the Superintendent, or his designee(s), shall require verification for use of leave. Absences for which verification is not provided may be treated as and deemed to be unauthorized leave.

9. That no warrant for compensation shall be drawn in favor of any District employee for any day(s) of unauthorized leave or on any day(s) on which the employee has not faithfully

performed all of the duties prescribed (Ed. Code, § 45055); and that any day(s) of unauthorized leave are not reported as creditable compensation for the employee for State retirement purposes under CalSTRS or CalPERS, if applicable. The term “compensation,” as used herein, shall not include the District’s contribution, if any, toward the cost of any health, welfare or group insurance benefits of the employee and such contributions shall continue, unless subsequent administrative proceedings authorize otherwise.

Emergency Substitute and Other Employees and Services

10. That the Superintendent, or his designee(s), is hereby authorized to employ emergency substitute and/or other employees:

- To ensure and protect the welfare, safety and educational well-being of all students.
- To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- To protect District property;
- To ensure and protect the personal property of persons working for the District when such property is on District grounds;
- To provide necessary staffing and instruction.

11. That the Superintendent, or his designee(s), is hereby authorized to employ emergency substitute employees during any actual concerted refusal to work at a daily rate determined by the Superintendent, or his designee(s). Such rate shall not exceed \$600 per day, unless otherwise approved by the Board. If necessary, the Superintendent, or his designee(s), may also authorize reimbursement for mileage in excess of fifteen (15) miles one way, as well as the cost of registering an applicant’s credential with the Sacramento County Office of Education.

12. That the Superintendent, or his designee(s), is hereby authorized to employ temporary employees for the duration of an emergency at the rate now in effect for regular employees.

13. That the Superintendent, or his designee(s), is hereby authorized to employ credentialed and/or classified part-time personnel for the duration of the emergency at a rate determined by the Superintendent, or his designee(s).

14. That the Superintendent, or his designee(s), is hereby authorized to retain whatever additional services which are necessary for the duration of the emergency. Such additional services may include the employment of individuals and contracting with independent contractors which provide such services.

Reorganization of District Administration

15. That the Superintendent, or his designee(s), is hereby authorized to organize the District’s personnel and its resources in any manner necessary to keep schools open and operating during the emergency, including the authority to transfer or assign additional duties to management, supervisory and confidential employees on a temporary basis so that the District can

manage more effectively during an actual or serious risk of a concerted refusal to work by employees.

16. That the Superintendent, or his designee(s), is hereby authorized and directed to reassign and replace any management, supervisory and confidential employee who is performing in an unsatisfactory fashion during emergency.

17. That the Superintendent, or his designee(s), is hereby granted the discretionary authority to renumerate unrepresented (i.e., non-bargaining unit) employees beyond the salary schedule (premium pay) for performing additional assigned duties.

Use of Volunteers

18. That the Superintendent, or his designee(s), is hereby authorized to allow at his discretion the use of volunteers at any school facility during an emergency; these volunteers will be under the supervision of a credentialed employee including the Superintendent, or his designee(s). All volunteers shall receive clear instructions regarding their responsibilities.

BE IT FURTHER RESOLVED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the District's schools and students. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal action.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 19th day of February 2026 by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees