

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Charging Party, v. RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, Respondent.
--

Case No. LA-CE-6399-E

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Rancho Santiago Community College District (“District”) and the Faculty Association of Rancho Santiago Community College District (“FARSCCD”), collectively referred to as “the Parties.”

A dispute has arisen between the parties concerning allegations that the District violated the Educational Employment Relations Act (EERA).

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, FARSCCD and the District, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:


As consideration for this Agreement and the conditions set forth herein, the Parties agree to the following:


1. The District affirms its commitment to comply with the Educational Employment Relations Act, California Government Code sections 3540, *et. seq.* (“EERA”) including Section 3543.5 which makes it unlawful for public school employers to “impose, or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights.” The District recognizes that these protections extend to persons engaged in union activities, including union representatives and those who file grievances and unfair practice charges.
2. The District affirms its commitment to provide written notice and opportunity to bargain to FARSCCD over any new district-wide or campus-wide policy regarding online teaching within

the scope of bargaining under EERA (e.g., a new policy requiring a mandatory ratio of online verses in-person class assignments).

3. The District agrees to provide employee relations training, which includes coverage of discrimination, retaliation, and interference under EERA, for its academic managers to be conducted by Liebert Cassidy Whitmore by no later than June 30, 2019. A training is already scheduled for March 15, 2019. The District will provide details of location and time of the March 15 training and the location and time of any and all alternative training sessions for managers unable to attend the March 15, 2019, training. FARSCCD may have up to two representatives attend any and all trainings conducted through June 30, 2019 pursuant to this paragraph in person at their own cost and the District will also provide a weblink to the March 15, 2019 training.
4. FARSCCD hereby withdraws Unfair Practice Charge No. LA-CE-6399-E with prejudice.
5. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Agreement but is instead a resolution of disputed claims made in an attempt to avoid costly and time-consuming litigation.
6. This Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
7. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Agreement on behalf of their principals.

IN WITNESS WHEREOF, in exchange for the mutual promises contained herein, the parties hereto have executed the Agreement.


Tracie Green,
Vice Chancellor, Human Resources
Rancho Santiago Community College District


Narges Rabii-Rakin,
President, FARSCCD

2/20/19