

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



CLAYTON VALLEY EDUCATION  
ASSOCIATION,

Charging Party,

v.

CLAYTON VALLEY CHARTER HIGH  
SCHOOL,

Respondent.

Case No. SF-CE-3104-E

**SETTLEMENT AGREEMENT**

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, Clayton Valley Education Association (hereinafter "Charging Party") and Clayton Valley Charter High School (hereinafter "Respondent"), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board (hereinafter "PERB"), agree as follows:

1. On December 19, 2014, Charging Party filed the above-captioned Unfair Practice Charge against Respondent with PERB.

2. On April 15, 2015, PERB filed an administrative complaint against Respondent in this matter.

3. In order to resolve this dispute, Respondent agrees that during the first week of the upcoming school year, in August 2015, it will send e-mails to all of its current certificated employees, as well as its certificated employees who were employed during the 2014-2015 school year and who are no longer employed in August 2015, with the subject line "CVCHS's Recognition of Employee Rights to Engage in Advocacy Under the Educational Employment Relations Act" ("Recognition of Employee Rights"), and which will contain in the body of the text the agreed upon language attached hereto in Attachment A. These e-mails will also contain information about the date, location and items to be discussed at the required training sessions, as set out in paragraph 4, below. Respondent also agrees to post the Recognition of Employee Rights on bulletin boards where notices to its employees are posted, for a period of seven weeks, from August 12 to September 30, 2015.

4. Respondent agrees to present training sessions for all of its administrators (on September 21, 2015) and for all of its certificated employees (on September 23, 2015) on the subject of EERA rights, including protected speech; employee organization access rights, including the right to e-mail access, and Weingarten rights. The training sessions shall be scheduled for one to one and one-half hours of time during the workday, on Respondent's

worksite, and attendance shall be required for all administrators and certificated employees. Respondent's administrators will be trained by Respondent's designee, and Respondent's certificated employees will be trained by a California Teachers Association staff representative. Both trainers will use an agreed-upon PowerPoint presentation for legal basics.

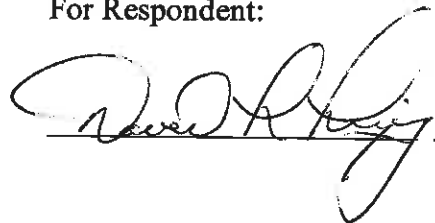
5. Respondent also agrees that it will rescind the letter of reprimand issued to Tori Campbell on October 24, 2014, and remove it from her personnel file and destroy it.

6. By this Agreement, both parties hereby request that PERB place this charge in abeyance until September 30, 2015, to allow time for the agreed upon actions to occur. The parties shall report back to PERB no later than September 30, 2015 as to whether these actions have occurred. Charging Party agrees that if the provisions of this Agreement have been carried out, it will then inform PERB that the charge is withdrawn and the complaint shall be dismissed based on this Settlement. If the provisions of this Agreement are not carried out as specified above, the charge will be set for hearing before a PERB administrative law judge.

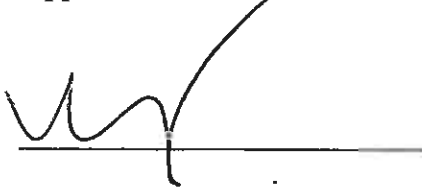
For Charging Party:

  
\_\_\_\_\_  
5/28/2015  
Date

For Respondent:

  
\_\_\_\_\_  
5-28-15  
Date

Approved as to Form:

  
\_\_\_\_\_  
5-28-15  
Date

  
\_\_\_\_\_  
5-28-15  
Date

Attorney for Charging Party

Attorney for Respondent

**Subject: CVCHS's Recognition of Employee Rights to Engage in Advocacy Under the Educational Employment Relations Act**

As you may be aware, in October 2014 Clayton Valley Charter High School issued a letter of reprimand to a certificated employee based on an email she had sent to other union members about copying services. Clayton Valley Education Association filed a charge with the Public Employment Relations Board ("PERB") alleging that the School's action constituted unlawful retaliation and interference with employees' rights under the Educational Employment Relations Act ("EERA"). PERB issued a complaint on this charge in April 2015, and the parties met for a settlement conference about the complaint on May 28, 2015.

CVCHS acknowledges that employees have the right to communicate with other employees about their employment concerns and to communicate with management about those concerns, and that CVCHS does not have the right to reprimand employees for such protected activity. PERB recognizes that employees' advocacy may lawfully involve the use of strong, passionate language. PERB has also held that language that is so "opprobrious, flagrant, insulting, defamatory, insubordinate or fraught with malice" as to cause "substantial disruption or material interference with school activities" may lose its protection.

In order to resolve this dispute, CVCHS has rescinded its letter of reprimand to the employee in question. CVCHS is committed to always acting fully in accordance with the law and the rights of all parties under the law, and affirms that it will not discipline an employee because of protected activity. CVCHS deeply appreciates its employees' commitment to making this School the best possible place to work and to learn.