



The California State University
OFFICE OF THE CHANCELLOR

Collective Bargaining
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
www.calstate.edu

Bill Candella
Sr. Director
Tel no.: (562) 951-4400
Fax no.: (562) 951-4954

Date: October 27, 2009

Mr. Bernhard Rohrbacher
Director of Representation
California Faculty Association
980 9th Street, Suite 2250
Sacramento, California 95814

**Re: Settlement Agreement; Grievance Nos. R03-2008-351 and R03-2008-471,
CSU Systemwide**

Dear Mr. Rohrbacher:

In order to reach an amicable resolution of the issues raised in the above referenced grievance and unfair labor practice charge and to avoid the expense of further litigation, the California Faculty Association (CFA); and the Trustees of the California State University, which is the State of California acting in its higher education capacity (CSU) (all of whom are collectively referred to in this Agreement as Parties) mutually agree to the following Settlement Agreement (Agreement):

1. This settlement is the compromise of disputed claims and shall not be construed as an admission by any Party to this Agreement of any liability or responsibility at any time for any purpose. CSU and CFA each deny any wrongful conduct toward the other, and enter into this Agreement to buy their peace and to avoid further inconvenience or litigation. This Agreement shall not serve as a precedent in any other complaint/grievance on any CSU campus, nor be cited in any other grievance or arbitration or other legal forum.

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus



2. To resolve all claims raised in the above-referenced grievances, the CSU agrees to the following:
- a. The CSU shall provide an additional \$600,000 pool of funds to the FY 2009-2010 campus budget allocations to provide additional course sections to be taught by temporary faculty in Winter 2010 (for quarter campuses) or Spring 2010 (for semester campuses). The campus shall determine which college/department shall receive these funds. These additional course sections shall be assigned pursuant to Article 12.29.b (Assignment Order During the Academic Year for New or Additional Work) of the parties' May 15, 2007 – June 30, 2010 Agreement.
 - b. By the attached cover memo from the Chancellor's Office (see attachment A), the pool shall be distributed to the campuses as follows:

**One-Time Allocation
for Additional Spring 2010 Courses**

Bakersfield	\$ 13,800.00
Channel Islands	\$ 9,600.00
Chico	\$ 25,800.00
Dominguez Hills	\$ 17,400.00
East Bay	\$ 19,800.00
Fresno	\$ 34,200.00
Fullerton	\$ 39,600.00
Humboldt	\$ 16,800.00
Long Beach	\$ 44,400.00
Los Angeles	\$ 30,000.00
Maritime Academy	\$ 4,200.00
Monterey Bay	\$ 12,000.00
Northridge	\$ 43,200.00
Pomona	\$ 31,800.00
Sacramento	\$ 36,600.00
San Bernardino	\$ 24,000.00
San Diego	\$ 48,000.00
San Francisco	\$ 37,200.00
San Jose	\$ 36,600.00
San Luis Obispo	\$ 31,800.00
San Marcos	\$ 15,000.00
Sonoma	\$ 14,400.00
Stanislaus	\$ 13,800.00
Campus Total	\$ 600,000.00



- c. By June 30, 2010 at the latest, the CSU shall provide CFA with a campus by campus accounting of how the allocations were spent pursuant to the form in attachment B.
- d. In the event the campus is unable to provide the requisite accounting for all monies allocated pursuant to 2b above, such monies shall be returned to the Chancellor's Office for reallocation in Fall 2010 for the same purpose as provided for in 2a above.
- 3. In consideration of the foregoing, the CFA shall withdraw with prejudice as fully settled and resolved CFA systemwide grievances Nos R03-2008-351 and R03-2008-471.
- 4. The CFA hereby fully releases and forever discharges the State of California, the Trustees of the CSU, and each of their officers, agents and employees from any and all claims, causes of action and liabilities arising out of the specific facts and circumstances underlying grievance as hereby resolved and specifically agrees not file another grievance, or pursue on behalf of an individual grievant, regarding any alleged violation of provision 12.31 of the May 15, 2007 to June 30, 2010 Agreement between the parties.
- 5. No supplement, modification, waiver, or amendment with respect to the Agreement shall be binding unless executed in writing by the parties against whom enforcement of such supplement, modification, waiver, or amendment is sought.
- 6. CFA reserves the right to file a contractual grievance pursuant to Article 10 of the Collective Bargaining Agreement now in effect between the parties in the event a dispute arises over the implementation of this settlement agreement.

By signing below the parties witness their agreement to all the terms and conditions of this Agreement.

For California State University,

**For California Faculty
Association,**

Bill Candella 10-27-09

Mr. Bill Candella Date

Bernhard Rohrbacher 10/27/09

Mr. Bernhard Rohrbacher Date

For Distribution

Memorandum

To: CSU Presidents

From:

Subject: CFA TA Use Grievance Settlement

Pursuant to the settlement of this grievance, the CSU will provide an additional \$600,000 pool of funds to the FY 2009-2010 campus budget allocations to provide additional course sections to be taught by temporary faculty in Winter 2010 (for quarter campuses) or Spring 2010 (for semester campuses). These monies will be allocated as follows:

**One-Time Allocation
for Additional Spring 2010 Courses**

Bakersfield	\$ 13,800.00
Channel Islands	\$ 9,600.00
Chico	\$ 25,800.00
Dominguez Hills	\$ 17,400.00
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San Jose	\$ 36,600.00
San Luis Obispo	\$ 31,800.00
San Marcos	\$ 15,000.00
Sonoma	\$ 14,400.00
Stanislaus	\$ 13,800.00
Campus Total	\$ 600,000.00

By the 30th June, 2010, the campuses shall provide an accounting to the Chancellor's Office pursuant to the settlement agreement confirming that the monies have been so used.

In the event the campus is unable to provide the requisite accounting for all monies allocated pursuant to 2b above, such monies shall be returned to the Chancellor's Office for reallocation in Fall 2010.

