

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**



CALIFORNIA FACULTY ASSOCIATION,

Charging Party and Respondent,

v.

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY,

Charging Party and Respondent.

Case Nos. LA-CO-564-H and
SA-CE-438-H

SETTLEMENT AGREEMENT

A dispute has arisen between the California Faculty Association (CFA) and the Trustees of the California State University (CSU) (together, the Parties) in which both parties have filed charges concerning violations of the Higher Education Employer-Employee Relations Act (HEERA) in connection with bargaining over ground rules.

In the interest of returning to the bargaining table as expeditiously as possible and to avoid the uncertainty, inconvenience, and expense of litigation, CFA and the CSU, in settlement of the above-captioned unfair practice charges before the Public Employment Relations Board (PERB), agree as follows:

1. This settlement agreement does not constitute admissions of wrongdoing, violations of the applicable contract, statutes, or liability by any party. Both CSU and CFA assert and respect each party's right to determine the composition of its own bargaining team under HEERA. This settlement agreement shall not be considered precedential, nor cited as precedential, by any party.
2. The parties agree to the following ground rules for the 2025 successor negotiations only:
 - a. CFA has determined that its bargaining team shall consist of no more than 43 faculty members and 9 CFA staff members.
 - b. CSU management's bargaining team shall consist of no more than 12 members.
 - c. Either team may substitute alternate team members to replace bargaining team members who are absent at any given bargaining session. Where a substitution occurs, notice should be given to the other party as soon as practicable.
 - d. The parties agree to show up at agreed-upon dates and times (travel, weather, and unexpected events notwithstanding).

- e. The parties agree that, per HEERA, student representatives may attend bargaining meetings, but students shall not participate in caucus sessions. Otherwise, bargaining sessions shall be closed to the public.
 - f. Bargaining sessions will be held in person, virtually (via Zoom or other video conferencing platform), or some hybrid of in-person and virtual. Bargaining team members participating virtually should be on camera whenever possible.
 - g. The parties shall alternate hosting. The CSU will host bargaining only at the Chancellor's office, which meets the below criteria. The CFA will choose locations that meet the following criteria: accessible bargaining and caucus space, parking, gender inclusive restrooms, electrical outlets, access to printing, access to wi-fi, amplification for sound and other disability accommodations, and appropriate video/screen projection for anyone participating virtually and for the sake of sharing information or documents.
 - h. The parties shall supply sign-in lists of the names of management and union participants attending each session.
 - i. Each party may bring up to five subject matter experts to each bargaining session. If needed, additional experts shall be allowed to attend bargaining sessions upon mutual agreement. Neither party shall unreasonably withhold agreement.
 - j. No audio or video recordings shall be permitted during bargaining sessions. The use of artificial intelligence (AI) technology with access to session audio or video is prohibited. This prohibition includes using AI for notetaking, creating transcripts, etc.
 - k. Tentative Agreements shall be reduced to writing, dated, and initialed by at least one designated representative from each side.
 - l. The parties will make reasonable efforts to present counter proposals in a way that tracks each other's proposals so that each side knows what has been rejected, agreed to, or modified. Whenever possible, the parties will use and share Microsoft Word versions of bargaining proposals to facilitate editing and make proposed changes on the other party's previous pass in tracked changes.
 - m. Ground rules may be mutually waived or mutually modified.
3. CSU hereby withdraws, with prejudice, the unfair practice charge in PERB Case No. LA-CO-564-H.

4. CFA hereby withdraws, with prejudice, the unfair practice charge in PERB Case No. SA-CE-438-H.

10/15/2025

Date

Signed by:

Margarita Berta-Avila

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For CFA

10/15/2025

Date

Signed by:

[Signature]

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For CSU