

TO: BOARD OF TRUSTEES  
FROM: SUPERINTENDENT

**COMMUNICATION NO. 230-2009/10-HR**

Prepared by the Office of Human Resources  
for Presentation to the Board of Trustees

June 14, 2010

**SUBJECT: SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**A. BACKGROUND**

The District, having approved a contract with the Los Angeles County Sheriff's Department that has assumed all police services for the District, has eliminated all police officer classifications with the District. The elimination of all police officer classifications within the District resulted in the layoff of two classified employees. The two classified employees raised disputes regarding the District's determination. The District and two former classified employees have resolved these disputes. The District and the AVCFCE now wish to settle and resolve all actual or potential grievances, disputes, controversies, claims and actions by this Settlement Agreement and Mutual Release.

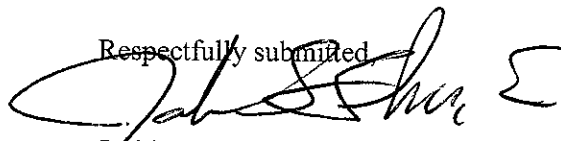
**B. BUDGET IMPLICATIONS**

There is no impact to District budget.

**C. RECOMMENDATION**

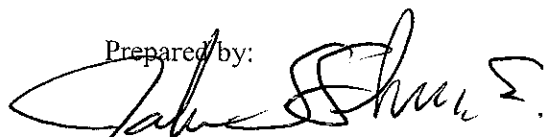
It is recommended that the Board of Trustees ratify the Settlement Agreement and Mutual Release.

Respectfully submitted,



Jackie L. Fisher, Sr.  
Superintendent/President

Prepared by:



Shane Turner

Assistant Superintendent/Vice President  
Human Resources and Employee Relations

**Office of Human Resources**

**COMMUNICATION NO. 230-2009/10-HR**

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**June 14, 2010**

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

I. **PARTIES.** This Settlement Agreement and Release ("Agreement") is made and entered into between Antelope Valley Community College District and its current or former officials, directors, officers, affiliates, agents, employee benefit plans, representatives, servants, employees, attorneys, subsidiaries, parents, divisions, branches, units, affiliated organizations, successors, predecessors, contractors, assigns, insurers, and all persons acting by, through, under, or in concert with them, past or present (collectively, "District"), and the Antelope Valley College Federation of Classified Employees and its current or former officials, directors, officers, affiliates, agents, employee benefit plans, representatives, servants, employees, attorneys, subsidiaries, parents, divisions, branches, units, affiliated organizations, successors, predecessors, contractors, assigns, insurers, and all persons acting by, through, under, or in concert with them, past or present (collectively, "AVCFCE") for the following purposes and with reference to the following facts (District and the AVCFCE are also referred to as the "Parties"):

A. WHEREAS, the Governing Board of the District has approved a contract with the Los Angeles County Sheriff's Department whereby the Sheriff's Department has assumed all police services for the District;

B. WHEREAS, the Governing Board of the District has eliminated all police officer classifications within the District;

C. WHEREAS, the elimination of all police officer classifications within the District resulted in the layoff of former District police officers Riek Thomas ("Thomas") and Carlo Sgroi ("Sgroi"), both of whom are members of the AVCFCE;

D. WHEREAS, Thomas, Sgroi and the AVCFCE have raised disputes regarding the District's determination to eliminate the police officer classification, contract its police services and/or its decision to layoff Sgroi and Thomas; and

E. WHEREAS, the Parties wish to finally settle and resolve all actual or potential grievances, disputes, controversies, claims and actions between them in order to make their peace and avoid the uncertainties of litigation, investigation or review.

NOW, THEREFORE, and in consideration for the promises contained herein, AVCFCE and the District covenant and agree as follows:

1. In consideration for the settlement payments made to its members, AVCFCE on behalf of its representatives, successors, assigns, executors and administrators hereby irrevocably and unconditionally waives, releases and forever discharges the District and/or any of its past or present officers, directors, governing body, employees (in both their official and individual capacities), agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest, and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Released Parties",) from any and all charges, complaints, lawsuits, claims, grievances, liabilities or

causes of action, of any nature whatsoever, whether in law or equity, known or unknown, suspected or unsuspected, actual or potential, which the AVCFCE now has, claims to have had, or may have against any of the Released Parties at common law or under any Constitutional provision, statute, rule, regulation, order or law, whether federal, state or local, on any grounds whatsoever with respect to any act, omission, event or injury arising, in whole or in part, out of Thomas or Sgroi's employment with the District, the District's decision to contract with the Los Angeles County Sheriff's Department for police services, the District's determination to eliminate the police officer classification and/or the District's decision to layoff Sgroi and Thomas ("the Released Claims").

2. AVCFCE agrees that this Agreement extends to all disputes relating to the Released Claims only whether such disputes are known or unknown, actual or potential, anticipated or not anticipated, suspected or unsuspected at the time of execution of this Agreement. As to the Released Claims only, AVCFCE, on behalf of its assigns, successors, agents and representatives, hereby waives any and all rights that the AVCFCE may have regarding the Released Claims, pursuant to California Civil Code section 1542, which reads as follows:

**SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The AVCFCE waives any rights it might have to invoke section 1542 now or in the future with respect to the Released Claims only that may arise prior to the date of execution of this Agreement. The AVCFCE recognizes and acknowledges that factors which have induced it to enter into this Agreement may turn out to be incorrect or different from what it had previously anticipated, and it expressly assumes all of the risks of this waiver of section 1542.

3. The AVCFCE represents that it has not filed any lawsuits, complaints, claims, grievances, applications or charges against the District or any related persons or corporations or against any of its or their past or present officers, directors, governing bodies, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concert with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, based on the District's elimination of the police officer classification, the decision to layoff Thomas and Sgroi and the District's decision to contract with the Los Angeles County Sheriff's Department for police services on or prior to the date of execution of this Agreement.

4. The AVCFCE agrees that it shall not in the future file, participate in, instigate or encourage the filing of any lawsuits, complaints, claims, grievances, charges or any other proceedings in any state or federal court or before any local, state or federal

agency, administrative tribunal, quasi-administrative tribunal or person or the Public Relations Board, claiming that the District has violated any local, state or federal laws, statutes, ordinances or regulations or claiming that District has engaged in any tortious, other State, or other Federal based misconduct of any kind, based on the District's elimination of the police officer classification, the decision to layoff Thomas and Sgroi and the District's decision to contract with the Los Angeles County Sheriff's Department for police services in regards to any events occurring prior to the date of execution of this Agreement.

5. In consideration for the releases set forth above, the District has agreed to make Settlement Payments to AVCVCE members Thomas and Sgroi as set forth in separate Settlement Agreements.

6. ~~This Agreement resolves all claims of the Parties.~~ Execution of this Agreement by the Parties is not in any way an admission of a violation of any provision of the laws of the United States, the State of California or any other laws, ordinances, resolutions, rules or regulations of the District. This Agreement cannot be used by any party in any way to demonstrate an admission of liability on any party's part, or against any other person.

7. This Agreement shall constitute a single integrated contract expressing the entire agreement between the Parties. Any prior agreements, promises, negotiations or representations written or oral, express or implied, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect between the Parties concerning the subject matter set forth herein.

8. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of this Agreement, that he or it has had the chance to consult with a representative (including, but not limited to, an attorney), and has been advised fully by his or its legal counsel or other legally authorized representative of the legal and binding effect of its terms. Each party acknowledges that the only promises made to induce him or it to sign the Agreement are those stated herein. Having been fully advised and informed, each party voluntarily without any duress or undue influence on the part of or on behalf of any party enters into this Agreement, including the waiver of rights covered by this Agreement.

9. Should any of the provisions or terms of this Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

10. This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or

obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Los Angeles or (Kern) in the State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seeks to enforce its terms, conditions, provisions, or obligations.

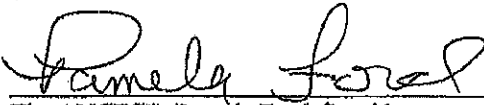
11. Each party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

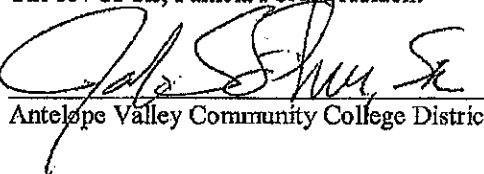
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

13. The Parties agree to bear all attorneys' fees, costs and liens arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, and all related matters.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**


IN WITNESS WHEREOF, the Parties hereto have executed the SETTLEMENT AGREEMENT AND GENERAL RELEASE.

Dated: 5/17/2010 By:   
The AVCFCE, Pamela Ford, President

Dated: 5-17-2010 By:   
Antelope Valley Community College District

Approved as to form:

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
David Myers, Counsel for AVCFCE

Dated: 5/18/10 By:   
Mark Meyerhoff, Counsel for Antelope Valley Community College District