

STATE OF CALIFORNIA  
DECISION OF THE  
PUBLIC EMPLOYMENT RELATIONS BOARD



LORI E. EDWARDS, ET AL.,

Charging Party,

v.

LAKE ELSINORE UNIFIED SCHOOL  
DISTRICT,

Respondent.

Case No. LA-CE-6082-E

Request for Reconsideration  
PERB Decision No. 2633

PERB Decision No. 2633a

June 28, 2019

Appearance: Lori E. Edwards, on behalf of Lori Edwards, Kim Rosales, Victoria Pickett and David Pickett.

Before Banks, Shiners, and Krantz, Members.

DECISION

BANKS, Member: This case is before the Public Employment Relations Board (PERB or Board) on a request by Charging Party Lori E. Edwards (Edwards) for the Board to reconsider and stay its decision in *Lake Elsinore Unified School District* (2019) PERB Decision No. 2633. Specifically, Edwards claims the Board erred in denying her December 3, 2018 “Motion to Review Settlement Agreement Due to EERA Violations and to Compel the [Respondent] to Lawful [sic] Comply [with] the Terms and Conditions of the Agreement.” (Motion). We have reviewed the relevant materials in this matter, including Edwards’ various filings, and deny her request for the reasons stated below.

According to Edwards’ Motion, she entered into a confidential settlement agreement with the respondent, Lake Elsinore Unified School District (District), on or about August 2, 2018. Edwards filed a request to withdraw from this case on November 8, 2018, presumably in connection with her settlement agreement.

In her December 3 Motion, Edwards requested that the Board require the District to comply with the settlement agreement. She also alleged that part of the settlement agreement, as well as the District's conduct with respect to the agreement, violated her rights under the Educational Employment Relations Act (EERA).<sup>1</sup>

In our original decision, we denied Edwards' Motion because the Board does not have jurisdiction to enforce private settlement agreements. (EERA, § 3541.5, subd. (b) [the Board "shall not have the authority to enforce agreements between the parties, and shall not issue a complaint on any charge based on alleged violation of any agreement that would not also constitute an unfair practice under this chapter"].) Also, in light of her allegations that the District breached the settlement agreement and that some of the terms of the agreement violated her rights under EERA, we elected not to grant Edwards' request to withdraw and instead reached the merits of the case. (See *Cottonwood Union Elementary School District* (2009) PERB Decision No. 2026, p. 3 [the Board reviews each withdrawal request "to determine whether granting it would be consistent with the governing statute and in the best interests of the parties"].)

Under PERB Regulations, the grounds for requesting reconsideration of a final Board decision are limited to claims that: "(1) the decision of the Board itself contains prejudicial errors of fact, or (2) the party has newly discovered evidence which was not previously available and could not have been discovered with the exercise of reasonable diligence." (PERB Regulation 32410, subd. (a);<sup>2</sup> *Regents of the University of California (Davis)* (2011))

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<sup>1</sup> EERA is codified at Government Code section 3540 et seq.

<sup>2</sup> PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

PERB Decision No. 2101a-H, p. 3.) A party may not use the reconsideration process to register its disagreement with the Board's legal analysis, to re-litigate issues that have already been decided, or simply to ask the Board to "try again." (*Chula Vista Elementary School District* (2004) PERB Decision No. 1557a, p. 2; see also *Redwoods Community College District* (1994) PERB Decision No. 1047a, pp. 2-3.)

Edwards' request does not satisfy the standards for reconsideration. Rather, Edwards simply contends that the Board erred and that we should have enforced some provisions of the settlement agreement and declared others unlawful. We disagree. If Edwards wishes to enforce her agreement with the District, she must pursue the matter in a court of competent jurisdiction. Likewise, if she believes the agreement or the District's conduct related to it constitutes an unfair practice, she must file a charge in accordance with PERB Regulations. A motion to the Board itself is not the proper way to raise these issues.

#### ORDER

Lori E. Edwards' Request for Reconsideration and Stay of *Lake Elsinore Unified School District* (2019) PERB Decision No. 2633 is DENIED.

Members Shiners and Krantz joined in this Decision.