



# Peralta Community College District

333 East Eighth Street • Oakland, CA 94606 • (510)466-7202

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February 22, 2023

**Via Electronic Mail Only**

Shiloh Johnston  
900 Fallon Street  
Oakland, CA 94607  
Email: [Shiloh.citizen@gmail.com](mailto:Shiloh.citizen@gmail.com)

Re: *Peralta Community College District- PRA Request*

Dear Mr. Johnston:

Peralta Community College District (“District”) is in receipt of your Public Records Act (“PRA”) request, dated January 28, 2023.

You requested the following:

- 1 Any settlements given or paid to Siri Brown by the Peralta Community College District or any entity within the district.

**Response to Request No.1**

**Can you help clarify this request from request #2? We have attached a copy of the settlement agreement reached with Dr. Siri Brown.**

- 2 Any and all documents relating to any settlements given or paid to Siri Brown by the Peralta Community College District or any entity within the district.

**Response to Request No.2**

**The document responsive to this request is attached. The District entered one settlement agreement with Dr. Siri Brown.**

- 3 Any and all documents that lay out the specific terms and agreements of any settlements given or paid to Siri Brown by the Peralta Community College District or any entity within the district.

**Response to Request No.3**

**The document responsive to this request is attached.**

- 4 New hire packet filled out by Siri Brown as faculty.

**Response to Request No.4**

**The District objects to this request on the basis that it is an unwarranted invasion of personal privacy.**

- 5 New hire packet filled out by Siri Brown as Vice Chancellor of Academic Affairs.

**Response to Request No.5**

**The District objects to this request on the basis that it is an unwarranted invasion of personal privacy.**

- 6 Any documents that explain or delineate the HR hiring procedures in 2015 including but not limited to what documents were required for every incoming hire to fill out.

**Response to Request No.6**

**The District does have records that are responsive to this request. The District will provide you with any disclosable, responsive records to this request within 30 days, subject to the general objections below.**

- 7 Any documents that explain or delineate the HR hiring procedures in 2004 including but not limited to what documents were required for every incoming hire to fill out.

**Response to Request No.7**

**The District does have records that are responsive to this request. The District will provide you with any disclosable, responsive records to this request within 30 days.**

- 8 Any conviction history form filled out by Siri Brown including but not limited to the conviction history forms Siri Brown filled out when she was hired as faculty and when she was hired as Vice Chancellor of Academic Affairs

**Response to Request No.8**

**The District objects to this request on the basis that it is an unwarranted invasion of personal privacy.**

**General Objection to Producing Records Exempt  
Pursuant to Government Code Section 6254, subdivision (a)**

With respect to the District's responses above, the District will not produce preliminary drafts, notes, or intra-agency memorandum not retained by the District in the ordinary course of business under Government Code section 6254(a).

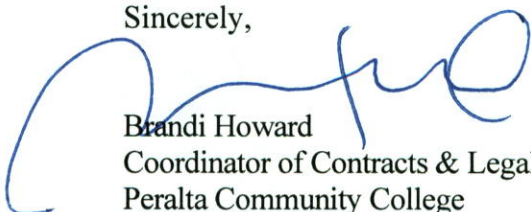
**General Objection to Producing Privileged Records Exempt  
Pursuant to Government Code Section 6254, subdivision (k)**

With respect to all of the District's responses above, the District will not produce any records to the extent that the disclosure of such records is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege. Gov. Code § 6254(k). Information transmitted between a public official and his or her attorney in confidence (including, but not limited to, legal opinions and advice) is privileged and is not required to be disclosed. Disclosure of such records may also be prohibited. Evid. Code §§ 950-962; Bus. & Prof. Code § 6068. This privilege applies whether or not a situation involves litigation. *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 371. Communications responsive to your request that include confidential communications exempt from disclosure pursuant to Government Code Section 6254, subdivision (k) are withheld and redacted accordingly.

**General Objection to Producing Records Exempt  
Pursuant to Government Code Section 6255, subdivision (a)**

Public Interest Exemption of the California Public Records Act. Gov. Code §6255. Under § 6255(a), records are exempt from disclosure if the public interest in nondisclosure clearly outweighs the public interest in disclosure. Various California court decisions have held that individuals have privacy interests in their personal contact information. In *City of San Jose v. Superior Court*, 74 Cal. App. 4th 1008 (1999), the court allowed the nondisclosure of the names, addresses, and telephone numbers of airport noise complainants because of the anticipated chilling effect on future citizen complaints. The court explained that the disclosure of records regarding private citizens, identifiable by name, was not the purpose of various public record acts, such as the CPRA and FOIA. *Id.* at 1019. Additionally, disclosure of such information would not provide the public with any information regarding the District's performance of any state and federal mandated requirements. *Id.* at 1020.

Sincerely,



Brandi Howard  
Coordinator of Contracts & Legal Affairs  
Peralta Community College

## NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Negotiated Settlement Agreement and General Release (“Agreement”) is entered into by and between Dr. Siri Brown (“Brown”) and the Peralta Community College District (“District”) (collectively “the Parties”).

### RECITALS

- A. Brown has been employed by the District for more than 19 years and has served as the Vice Chancellor of Academic Affair and Student Success since March 2017. Brown’s current employment contract as Vice Chancellor is in effect through June 30, 2023.
- B. On or about August 17, 2020, August 31, 2020, and October 15, 2020, Brown submitted a series of written complaints alleging discriminatory treatment and/or retaliation for protected activities.
- C. On or about September 17, 2020, the District hired a third-party, Shaw Law Group, PC, to conduct an independent fact-finding investigation of Brown’s complaints. On or about May 20, 2021, the Investigator submitted an investigation report, finding that the allegations regarding discrimination and retaliation were unsubstantiated.
- D. On or about November 17, 2020, Brown filed a Discrimination Complaint with the Department of Fair Employment & Housing (“DFEH Complaint”) based on the same allegations set forth in the initial complaints. (DFEH Matter Number: 202008-11112131 / EEOC Number: 37A-2021-00430-C; Brown/Peralta Community College District et. al.)
- E. The Parties have met to discuss resolution of the issues set forth in Brown’s DFEH Complaint and have participated in mediation facilitated by the DFEH.
- F. The Parties now desire to resolve any and all past and present disputes between them, including the matters set forth in Brown’s initial complaints and the DFEH Complaint, and to avoid incurring further costs, expenses, inconvenience and the risk of litigation, and to fully and forever compromise, settle, and release all present or possible claims between them, except as noted below.

In consideration for the mutual promises and other consideration set forth herein, the Parties agree to settle any and all disputes between them, known or unknown, as follows:

1. **No Admission of Liability.** This Agreement is entered into by the Parties for the purpose of compromising and settling any and all disputes between them. It does not constitute, nor shall it be construed as, an admission of liability by either of the Parties for any purpose.

2. **Consideration.** In consideration for the promises and releases set forth herein, the Parties agree to the following:

- a. Effective January 1, 2022, Brown will be assigned to a Faculty on Special Assignment position. A description of Brown's assignment is attached as Exhibit A.
- b. Between January 1, 2022 and June 30, 2023, Brown's salary as a Faculty on Special Assignment shall be y-rated at her current contractual rate as Vice Chancellor of Academic Affairs and Student Success.
  - i. Brown's current contractual rate is two hundred twenty-nine thousand, nine hundred ninety-eight dollars and twenty-five cents (\$229,998.25) for a 12-month work year. There shall be no increase in the rate during the term of this Agreement unless specifically agreed to by the parties and executed in writing.
  - ii. Brown shall work an 11-month contract as Faculty on Special Assignment and her salary shall be prorated to reflect 11-month term. If Brown works a shorter year, her salary shall be prorated to match her actual work year.
  - iii. The other terms and benefits applicable to a faculty assignment shall apply except where this Agreement carries a specific term.

3. **Withdrawal of Discrimination Complaint.** Brown agrees that the terms herein resolve all outstanding issues between her and the District and hereby agrees to withdraw her participation in the DFEH Complaint. (DFEH Matter Number: 202008-11112131 / EEOC Number: 37A-2021-00430-C; Brown/Peralta Community College District et. al.) Brown also agrees that this resolves the appeal of her complaint and appeal filed with the District.

4. **Attorneys' Fees and Costs.** Brown agrees to accept twenty-five thousand dollars (\$25,000) as complete payment for all attorneys' fees and costs ("Attorney's Fees") relating to her DFEH Complaint, her underlying complaints against the District, and all matters between the Parties preceding this settlement. Said Attorneys' Fees shall be paid via check made out to "Alastair McCloskey," after the withdrawal of the DFEH complaint and within thirty (30) days of the final date of the Agreement.

5. **Personnel File.** All documents at issue in Brown's initial complaints and the DFEH Complaint, including those documents placed in Brown's personnel file by Dr. Carla Walter, together with any enclosures or attachments thereto, shall be placed in a sealed envelope in

Brown's personnel file and will only to be opened if required by law or with express permission from, or on request by, Brown.

6. **Non-Disparagement.** In further consideration of the covenants herein, Brown agrees not to disparage the District, its past and present employees or Board members in any manner harmful to them or to their work or to their professional or personal reputations. The District agrees that its Board members and officers will not disparage Brown in any manner harmful to her or her work or to her professional or personal reputation. The Parties understand and acknowledge that this is a material term of the Agreement, and that they are entering into this Agreement in reliance on the covenants under this section.

7. **General Release.** Except for the obligations of the Parties set forth in this Agreement, Brown hereby irrevocably and unconditionally releases, acquits, and forever discharges the District, its employees, agents, Board members, attorneys, insurers, successors and assigns ("Releasees") from any and all claims, charges, causes of action, or any other liability, whether in contract or tort, by statute or common law, known or unknown, which she may have had or may claim to have arising out of or relating in any way to the DFEH Complaint, including but not limited to claims for alleged harassment, retaliation, or failure to prevent harassment, and/or any other claims she may have as a result of her employment with the District on or before the date of this Agreement. Brown further affirms that she has no other pending claims, suits, or charges against Releasees other than the DFEH Complaint and, consistent with this express waiver, will not raise such charges in the future. The releases herein include, but are not limited to, any claims that may be attributable to any matters relating to her employment with the District up to the date of the Agreement including those that were asserted prior to the date of the Agreement and/or that could be asserted in the future under any federal, state or local laws, regulations, orders or ordinances including but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866 and 1871; Executive Order 11246; The Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); the Employee Retirement Income Security Act (ERISA) (except as to claims for vested benefits); the Equal Pay Act of 1963; The California Labor Code; California Wage Orders; the Family and Medical Leave Act (FMLA); The Age Discrimination in Employment Act of 1967, as amended; the California Fair Employment and Housing Act; and federal, state or local laws similar to the above including but not limited to any unjust or wrongful termination theory; and discrimination or harassment theory; any claim for fraud or material misrepresentation; any negligent retention, hiring or supervisory theory; or any right or claim based on an alleged privacy violation, other employment tort or common law claims arising thereunder, and all claims for counsel fees and costs.

The District, in turn, releases and forever acquits Brown from any and all claims, actions, causes of action, rights, demands, debts, obligations, damages or accounting of whatever nature by reason of, or arising out of, her employment with the District up to the date of this Agreement.

**This Agreement and Release is made notwithstanding section 1542 of the California Civil Code which provides:**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

For the purposes of implementing a full and complete release and discharge of each other, the Parties hereby expressly waive and release all rights and benefits afforded under Section 1542 of the California Civil Code, and the Parties acknowledge this release is intended to include in its effect, without limitation, all claims and causes of action which they do not know or suspect to exist in their favor and this release contemplates the extinguishment of all such claims and causes of action, to the maximum extent allowed by law.

**8. Age Discrimination in Employment Act.** In addition to the provisions contained herein, and by execution of this Agreement, Brown expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended. Pursuant to the Older Workers' Benefit Protection Act ("OWBPA"):

- a. Brown acknowledges that her waiver of rights or claims arising under the ADEA is in writing, written in a manner calculated to be understood, and is understood by her;
- b. Brown expressly understands that this waiver refers to rights or claims arising under the ADEA;
- c. Brown expressly understands that by executing this Agreement, she does not waive any ADEA rights or claims that may arise after the date this Agreement is executed;
- d. Brown acknowledges that the waiver of her rights on claims arising under the ADEA is in exchange for the consideration outlined above, which is above and beyond that to which he/she is otherwise entitled to receive from the District;
- e. Brown acknowledges that the District expressly advised her, by this Agreement, to consult with her representative prior to executing this Agreement;
- f. Brown has been advised by the District that she has a reasonable period of time (twenty-one (21) days if the claim filed alleges a violation of the ADEA) within which to consider this Agreement, and may revoke the Agreement for a period of seven (7) days after execution, and this Agreement shall not become effective or enforceable until this period has expired;

- g. If Brown chooses to not utilize the 21 days, in executing this Agreement she hereby waives her rights under the ADEA to take such time to consider this Agreement before executing it.

9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

10. **Amendments.** This Agreement cannot be changed or supplemented orally and may only be modified or superseded by written instrument executed by both Parties.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. **Authority.** The Parties represent and warrant that each has the full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and that, except with respect to ratification or approval by the District's Governing Board, no other approvals or consents of any other person are necessary to make this Agreement enforceable.

13. **Advice of Counsel.** In executing this Agreement, the Parties acknowledge that they have consulted with and have been advised by their respective attorneys, and that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence. The Parties further acknowledge and agree that they have had a reasonable period of time for deliberation before executing this Agreement.

14. **Binding Effect.** This Agreement is for the benefit of and shall be binding on all Parties and their respective successors.

15. **Execution in Counterparts.** This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed an original Agreement. An executed copy shall not be binding upon any party until all the Parties have duly executed a copy of this Agreement. Facsimile copies of signatures shall be deemed original signatures.

16. **Severability.** If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

17. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.



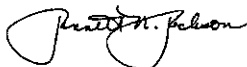
**WHEREFORE, the Parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.**

Dated: \_\_\_\_\_

Siri Brown

Digitally signed by Siri Brown  
Date: 2021.11.09 03:11:16 -08'00'

Siri Brown, Ph.D.



Dated: \_\_\_\_\_

Jannett N. Jackson, Interim Chancellor  
Peralta Community College District



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

November 5, 2021

**Via Email:**  
[sbriggsbrown@yahoo.com](mailto:sbriggsbrown@yahoo.com)

**RE: Request to Withdraw Complaint**  
**Case Number: 202008-11112131**  
**EEOC Number: 37A-2021-00430-C**  
**Case Name: Brown / Peralta Community College District**

Dear Siri Brown:

You have indicated that you wish to withdraw the above-referenced complaint. Please e-sign, complete and return the enclosed form **within ten (10) calendar days**. If you do not return the signed form, we will assume that you no longer wish to withdraw your complaint and we will continue with the investigation. If you do change your mind about withdrawing your complaint, please contact me to let me know.

Sincerely,

*Karri Brennan*

Karri Brennan  
Consultant III  
559-244-4767  
[karri.brennan@dfeh.ca.gov](mailto:karri.brennan@dfeh.ca.gov)



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
http://www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

Request to Withdraw

I, Siri Brown, hereby request to withdraw the complaint of discrimination, Case Number: 202008-11112131, filed with the Department of Fair Employment and Housing (DFEH). I understand that if my case is filed with the U.S. Equal Employment Opportunity Commission (EEOC) or U.S. Department of Housing Urban Development (HUD), this request will also apply to my federal complaint. I have not been coerced into making this request, nor do I make it based on fear of retaliation.

My request is based on the following reason. Please check the appropriate box below.

- Intend to file private lawsuit (Employment cases only).
Resolved with my employer, landlord, and/or all other parties named on my complaint. Briefly describe the terms and conditions below.

We have agreed to seal all items placed in my personell file by former Chancellor Carla Walter. We ahve agreed for me to return to faculty status (11 month) but remain at my current VC salary of \$236K for the remainder of my contract (June 30, 2023. We have agreed to a Special Assingment job description that I will do for the Chancellor that includes, 20% teaching, 30% transitioning a new VC, completing the Student Journey Project and 50% developing a new Teaching and Learning Center.

- Discontinue investigation for other reasons. Briefly describe the reason below.

[Empty box for describing reasons for discontinuing investigation]

Complainant Name: Siri Brown

Complainant Signature (or designated Legal Representative): Siri Brown Digitally signed by Siri Brown Date: 2021.11.09 02:34:27 -08'00'

Date: November 9, 2021