SETTLEMENT AGREEMENT
BETWEEN
COMPTON UNIFIED SCHOOL DISTRICT
AND
SEIU LOCAL 99

This Settlement Agreement is entered into by the undersigned representatives of the Compton Unified School District, SEIU Local 99, on behalf of itself and individual aggrieved employees, collectively referred to as the "parties."

RECITALS

A. A dispute has arisen regarding whether the District properly maintained the required 1% salary difference between Step 1 of the applicable SEIU salary range and Step 5 of the range of employees being supervised by SEIU unit members pursuant to Article 12.1.2. Article 12.1.2 specifically provides as follows:

> The District shall maintain a minimum differential of one percent (1%) between the first step of the unit member's salary and the last step of the salary range of any employee supervised by that unit member.

B. As a result of the dispute, SEIU filed a grievance against the District (the "Grievance"). The District denies violating the terms of the parties' collective bargaining agreement.

C. The parties wish to resolve the Grievance without any additional expenditure of time, effort, and money. Therefore, the parties agree as follows.

AGREEMENT

1. In consideration of the mutual promises contained herein and other good and valuable consideration and based on the dispute regarding the maintenance of the 1% differential and alleged compensation owed, if any, related to the Grievance, the District will pay, any currently employed SEIU unit member an amount specified in their individual agreements, minus withholdings and deductions, which will be calculated based upon the number of years they have been employed by the District between the 2017-18 school year and the 2022-2023 school year in an impacted position, defined in the next sentence, of ~~$1,000~~ $1,400 per year. The District will notify SEIU of when the above payments will be made.

2. SEIU, on its behalf and on behalf of the aggrieved employees, agrees that the foregoing shall constitute the entire amount of consideration in connection with the Grievance to be provided under this Agreement, and that they will not file any actions, claims, grievance or charges in any forum or otherwise seek additional compensation or remedies in connection with

any matter arising from or connected to the Grievance. This Agreement and any payments being made under its terms or the terms of the individual settlement agreements, requires that all identified currently aggrieved employees sign their individual Agreement.

3. In exchange for the above promises by the District, SEIUs agree to withdraw and dismiss with prejudice the above-referenced grievance. The withdrawal and dismissal of the grievance with prejudice shall be completed in writing no later than three days after this Agreement has been executed. SEIU agrees that, notwithstanding anything to the contrary in Paragraph 1, any payment due to the currently aggrieved employees under this Agreement shall not commence until the Grievance, has been fully dismissed with prejudice.

4. SEIU, on its behalf and behalf of the currently aggrieved employees, agrees that all rights under section 1542 of the Civil Code of the State of California are hereby waived. Section 1542 provides as follows:

> 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.

4. Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, SEIU, on its behalf and behalf of the currently aggrieved employees, hereby irrevocably and unconditionally releases and forever discharges the District, its Board, Board members, officers, directors, agents, employees, attorneys, affiliates, whether acting in the course and scope of employment, and all persons acting by, through, under, or in concert with any of them from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which they at any time heretofore had or claimed to have or they may have or claim to have regarding events that have occurred as of the date of this Agreement in any way related or in any manner incidental to the Grievance.

5. The release of claims in Paragraphs 3 and 4 is intended by the parties to be all encompassing and to act as a full and total release of any claim whether specifically enumerated herein or not, that SEIU or each currently employed individual aggrieved employee, collectively or individually, might have or has had, that exists or ever has existed up to and including the date this Agreement is signed as it relates to the Grievance.

6. The parties agree to revise Article 12.1.2 of the parties' collective bargaining agreement to provide as follows:

> The District shall maintain a minimum differential of one percent (1%) between the first step of the unit member's salary <u>range</u> and the last step of the salary range of any employee supervised by that unit member. <u>To clarify existing intent, the measurement of the 1% differential shall be measured on a school year basis</u>

only and only after SEIU bargaining unit members and the employees they are supervising have both received their ongoing salary increase for that respective school year, if applicable, e.g., for the 2022-2023 school year, the 1% differential would only be measured after both SEIU and employees they supervised have received their respective ongoing salary increases for that school year, if applicable. In the event there is a violation of Article 12.1.2, the sole remedy available is to provide the impacted SEIU unit member(s) with a 2.5% salary differential for each day the 1% differential is not maintained.

7. The parties agree that: (a) except for subsequent proceedings between or among the parties involving claims of a breach of any of the provisions set forth in the settlement agreement, the agreement may not be used – and shall not be admissible – in any grievance, arbitration case, charge, lawsuit or other proceeding between or among them; (b) that the settlement shall have no precedential effect on any grievance, arbitration case, charge, lawsuit or other proceeding between the District and SEIU (except for the terms set out in Paragraph 6 above); and (c) that by entering into the settlement agreement, the District does not admit to any breach of the collective bargaining agreement or to the violation of any law, statute, rule or regulation, and any claimed breach or violation is expressly denied.

8. The parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys or representatives with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

9. The parties agree that this Agreement is binding and enforceable. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be effected thereby and said illegal, unenforceable, or invalid term, part or provision shall be deemed not to be a part of this Agreement.

10. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by the parties. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

11. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of said state. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

12. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

13. This Agreement is subject to approval by the District's Board of Trustees, but may not be withdrawn prior to consideration by the Board of Trustees.

5/2/24
Date

SEIU Local 99

05/02/2024
Date

S. 87.
Compton Unified School District

SEIU Local 99

CUSD to SEIU
5/2/24
Counter Proposal #4

ARTICLE XII
WAGE AND SALARY

12.1 Regular Rate of Pay

12.1.1 2023-2024 School Year
The District proposes to provide an ongoing increase to the salary schedule of ~~5%10%~~6% retroactive to July 1, 2023, for all bargaining unit employees. The District will notify SEIU when the retroactive payment will be made. To receive the retroactive payment, a bargaining unit employee must have been employed during the 2023-2024 school year and be employed on the date the payment is made.

The District agrees to make a $900 one-time off schedule payment for each full-time bargaining unit employee. Part-time employees will receive a prorated one-time off schedule payment based upon their full-time equivalency, e.g., an employee who is a 0.5 FTE, will receive $450. To be eligible to receive the off-scheduled payment, the bargaining unit employee must be employed on the date the parties sign a tentative agreement for Article 12 and on the date the payment is made. The District will notify SEIU of when the payment will be made.

12.1.2 The District shall maintain a minimum differential of one percent (1%) between the first step of the unit member's salary range and the last step of the salary range of any employee supervised by that unit member. To clarify existing intent, the measurement of the 1% differential shall be measured on a school year basis only and only after SEIU bargaining unit members and the employees they are supervising have both received their ongoing salary increase for that respective school year, if applicable, e.g., for the 2022-2023 school year, the 1% differential would only be measured after both SEIU and employees they supervised have received their respective ongoing salary increases for that school year, if applicable. In the event there is a violation of Article 12.1.2, the sole remedy available is to provide the impacted SEIU unit member(s) with a 2.5% salary differential for each day the 1% differential is not maintained.

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ARTICLE XIII
HEALTH AND WELFARE

13.1 Definitions: The following definitions shall apply to this Article: "plan," means the type of plan, e.g., preferred provider organization (PPO), health maintenance organization (HMO), point of service (POS), fee for service (FFS), etc.; "carrier" means the particular insurance company through which a plan is being offered, e.g., Kaiser, Blue Cross, etc.; "level of benefits" means the terms of a given plan, e.g., deductibles, co-payments, maximum out-of-pocket, etc.

CUSD to SEIU
5/2/24
Counter Proposal #4

13.2 Health and Welfare Benefits for Full-Time Regular Unit Members

The District shall provide the following health and welfare benefits to full-time, regular unit members:

13.2.1 Medical Insurance:

The District shall make available a maximum of three (3) medical insurance plans. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits.

The District shall maintain the same level of contributions towards the cost of the unit member's medical plan, as follows:

A.	3 Party or More	$15,807.00~~14,807.00~~ ~~12,807.10~~
B.	2 Party	$13,284.00~~12,284.00~~ ~~10,034~~
C.	1 Party	$10,217.00~~9,717.00~~, ~~717.00~~6,717

The District's increased contribution shall be effective from January 1, 2024. The crediting of this increase to each eligible bargaining unit member will be done retroactive to January 1, 2024. If the District's contribution is insufficient to cover the cost of the premiums for the unit member's medical plan, the District shall make monthly deductions from the unit member's salary to cover the excess cost of premiums over the District's contribution.

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For Compton Unified School District:

05/02/2024
Date

8-8-24.
Shannon Soto, Ed.D.
Chief Administrative Officer

For SEIU Local 99:

5/2/24
Date

Margaret Ortiz
~~President~~ Union Employer Relations Director