

## PERB SETTLEMENT AGREEMENT

The Stockton Unified School District ("District") and the California School Employees Association and its Delta Valley Chapter #821(CSEA) (collectively "parties") have agreed to the following considerations is settlement of PERB Case SA-CE-3115-E as follows:

1. In resolution of this PERB Case SA-CE-3115-E , and in consideration for this Settlement Agreement, the parties agree to the following:
  - a. The parties agree to a 4% one-time off salary schedule (effective 7/1/22). The district shall pay this amount after both parties have approved the agreement but no later than the end of the month payroll check in August 2023. If any other employee group receives a higher percentage amount for 2022/23 school year, the CSEA Delta Valley 821 bargaining unit shall receive the same amount. (see attached article 8)
  - b. Commencing on December 1, 2022, the new District's health benefit contribution for bargaining unit members (including medical, vision, chiropractic and dental) contribution will be \$1779.30. Medical rebate: Any bargaining unit member hired on or after July 1, 2023 will be ineligible for this payment. The District in order to address and resolve the Unfair Labor Charge (PERB Charge SA-CE-3115-E) and have CSEA withdraw the charge, agrees to pay retroactive \$50 per month from December 2022 through June 2023 (\$350 total amount). This Health and Welfare payment shall be made to unit members enrolled in a medical plan from December 2022 through June 30, 2023. This payment will be paid no later than July 31, 2023. The parties agree to annual reopeners on Salary and Health and Welfare Benefits. (see attached Article 10)
2. This settlement agreement is the compromise of contested allegations and does not constitute a finding or admission of liability or wrongdoing upon the District's part. The parties agree that the term of this Settlement Agreement will not establish any precedent, nor will this Settlement Agreement be used as a basis by the parties or anyone else to seek or justify similar terms in any subsequent matter, if any.
3. This Settlement Agreement and Release resolves all claims, monetary or otherwise, which were raised, or could have been raised, by CSEA and/or the employees it represents in connection with the matters covered by the PERB Case SA-CE-3115-E as well as any related matters covered under this Agreement; CSEA waives and releases any such additional claims and/or causes of action, arising out of or related to such matters both for itself and its bargaining unit whether they are specifically raised herein or which could have been raised in this matter, including any pending grievance(s), unfair labor practices, or matter, if any in a State or Federal Court.

4. CSEA hereby fully and forever releases and discharges the District and its Board and officers, directors, attorneys, agents, and assignees, from any and all causes of action, actions, liens, indebtedness, damages, losses, claims, liabilities, grievances, and demands, which arise out of the issues contemplated in PERB Case SA-CE-3115-E.
5. The parties recognize and acknowledge that factors which have induced them to enter into this Agreement may turn out to be incorrect or to be different from what they had previously anticipated, and the parties hereby expressly assume any and all risks thereof.
6. Each party hereto represents and agrees that they have carefully read and fully understand all of the provisions of this Agreement, that they are releasing important and potentially valuable legal rights, that they had the chance to consult with a representative (including but not limited to, an attorney), and they voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.
7. This Agreement shall be governed by the laws of the State of California, and any questions arising hereunder shall be construed or determined according to such laws.
8. This Agreement constitutes the entire understanding and agreement by, between, and among the parties hereto and supersedes and is in lieu of any and all other arrangements, statements, or promises, written or oral, between any representatives, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any parties hereto.
9. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the parties hereto.
10. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by the parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one party.
11. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms and provisions, shall not be affected thereby and said illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.
12. It is further understood and agreed that if, at any time, a violation of any term of this Agreement, is asserted by any party hereto, that party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction in San Joaquin County.

13. Upon approval by both parties and the payment of agreed upon amounts, CSEA will withdraw with prejudice the Complaint in this matter with the Public Employment Relations Board (PERB).

14. This Settlement Agreement is subject to review under CSEA's Policy 610, and approval by the Stockton Unified School District Board of Education.

Signed this 13th day of June 2023.

**CSEA**

**District**

Rosemarie Lopez-Torn  
Jalene Halling  
Lauri Kinsing  
Melissa Jones  
Hector S  
Loree De Juan  
Nataly C

Claudia Moreno  
for  
[Signature]  
[Signature]

TA 5/17/23  
Claudia M

Stockton Unified School District  
Counter proposal to  
CSEA and its Delta Valley Chapter #821

May 17, 2023


ARTICLE VIII: PAY AND ALLOWANCES

8.1 Rate of Pay

8.1.1 The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Appendix A for the General Classified Service Unit, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

- 8.1.2           4% for 2019-2020     (effective July 1, 2019)  
                2. 5% for 2020-2021   (effective July 1, 2020)  
                4% one-time off salary schedule (effective July 1, 2021)  
                4% increase on salary schedule effective 7/1/22

Effective July 1, 2022 the bargaining unit shall receive 7% 4% on off the salary schedule.

~~In addition, CSEA will accept District proposal on Salary range adjustment to address minimum wage encroachment on salary schedule.~~ 

District agrees with proposed language 5-17-23

The parties agree to reopeners in the years 2023/24 and 2024/25 to negotiate wages H&W, and two additional articles each.

District agrees with proposed language 5-17-23

If any other employee group receives a higher percentage amount for 2022/23 school year, the CSEA Delta Valley 821 bargaining unit shall receive the same amount.

District agrees with proposed language 5-17-23

The district shall pay this amount after both parties have approved the agreement but no later than the end of month payroll check in August June 15, 2023.

District counter 5-17-23

8.2 Progression on Salary Schedule

8.2.1 All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1, will have their salary step anniversary date advanced to July 1. For any bargaining unit members hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period.

new salary range for whatever time (s)he fills this temporary position. Only those bargaining unit members designated in writing by the appropriate director/principal will be considered "assigned" to a position with a higher salary classification. In no event shall an employee working out of classification receive less than five percent (5%) above his/her regular rate of pay.

#### **8.8 Salary Placement For Employee Who Resigns And Is Reemployed**

A classified bargaining unit member who resigns after three (3) years of satisfactory service in the District and who is reemployed in the same classification within one (1) year shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

#### **8.9 Payroll Errors**

Any payroll error resulting in insufficient payment for bargaining unit members shall be corrected, and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.

#### **8.10 Longevity**

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendix A attached hereto. Longevity increments shall be increased by the same percentage applied to the salary schedule. Bargaining unit members working less than four (4) hours shall receive one-half (1/2) the dollar amount listed in Appendix A. Bargaining unit members working four (4) hours or more shall receive the full dollar amount listed in Appendix A.

#### **8.11 Promotional Placement**

A permanent bargaining unit member who is promoted shall be placed on the step in the higher salary range in the new classification, which is at least a five percent (5%) increase in salary. If the highest step is not a five percent (5%) increase, the employee will be placed on the highest step. For initial implementation of the new July 1 salary step anniversary date change a new anniversary date of July 1 shall be established for each subsequent step increment.

#### **8.12 Demotion**

~~A bargaining unit member whose position is reclassified to a lower range shall be placed in the lower range at an equal salary and shall progress to the maximum of the lower range. If the current salary of the bargaining unit member is higher than the maximum of the lower range, the bargaining unit member shall remain at the current salary until future increases bring the lower range high enough to allow progress on the new range.~~

District agrees to strike out language 5-04-23

#### **8.13 Reclassification – ~~In order to meet the financial cost for compensation and health benefit increases, CSEA agrees to defer all Reclassification for 2017-2018 to the Reorganization Process.~~**

District agrees to strike out language 05-04-23

8.13.1 "Reclassification" means the upgrading of a position to a higher classification as a result of increased duties and responsibilities permanently assigned to a position which are not attributed to a sudden or short-term change, which are performed



- All pages of application completely filled out by employee.
- Administrator/Supervisor section must be filled out and signed by Administrator/Supervisor.
- Cabinet Level section must be filled out and signed by Cabinet Level member.
- Attachments to include w/application
  - Copy of current Job Description within CSEA 821 bargaining unit
  - Copy of Job Description within CSEA 821 bargaining unit, the employee is requesting to be reclassified. ~~into and highlight the duties being performed within that job description.~~
- Meet timeline for submittal in order to avoid denial.

~~Upon review the Committee shall notify and give the bargaining unit member(s) five (5) working days to correct and resubmit an incomplete application.~~

**District agrees to strike out language 05-17-23**

**8.13.4.2.2** The Committee may opt to set a time and date to meet the bargaining unit member(s), site/department administrator or other individuals with relevant knowledge of the circumstances mutually agreed to by the District and CSEA.

**8.13.4.2.3** The Committee shall be charged with collaborating and recommending the appropriate revisions, modification or recommendation creation of new job descriptions, the appropriate title of the position(s), classification designation, and the suggested Step and Range of the employee(s) placement and the date in which reclassification takes effect which may be retroactive and/or delayed. Any new job descriptions, titles, classifications, steps and ranges shall be negotiated with CSEA.

**District agrees to proposed language and strike out. 05-04-23**

**8.13.4.3** The Committee mutually establishes norms to guide procedures and decisions.

**8.13.4.4** The Committee shall have the authority to adopt, reject, or modify the submitted reclassification request, and/or recommend the creation of a new position and/or reclassification, ~~and the accompanying job description and salary placement.~~ All committee members shall sign the Committee's decision which shall be binding upon the parties.

**District agrees to strike out 5-04-23**

**8.13.4.5** ~~The Committee will consider all classification requests submitted per fiscal year.~~ The Committee shall prioritize the reclassification requests and determine the number that they will consider each fiscal year. Requests not considered will move to the next fiscal year and will be reprioritized among the new requests. The Committee will consider three (3) classification requests per fiscal year, but may be increased by mutual agreement.

**District remains status quo 5-04-23**

- 8.13.5.4 The Committee shall determine the application of the reclassification.
- 8.13.5.4.1 When an entire classification is reclassified to a higher class, all incumbents working in the position(s) shall be reclassified to the higher classification.
- 8.13.5.4.2 If it's determined to only reclassify a portion of the classification due to financial reasons, the remaining incumbents will be awarded the reclassification to the higher class in order of highest seniority when the District is financially able to do so.
- 8.13.5.4.3 When the entire classification IS NOT reclassified, the incumbents in the position(s) being reclassified will remain (or be placed) in the reclassified position(s). The remaining incumbents not being reclassified shall be status quo; thus, no change to their assignment.
- 8.13.5.4.4 If it is determined that a position shall be reclassified, the Committee shall recommend establish the appropriate salary placement.

District agrees to proposed word and strike out 5-17-23

Bilingual Stipend – The District shall provide a seventy-five dollar (\$75.00) a month stipend to unit members designated annually by their site principals or District Office supervisor as being responsible for providing interpretation services. There shall be two (2) unit members eligible for the bilingual stipend at each site. The individual may decline the designation. The offer to translate shall be made in seniority order at each site to those unit members who are eligible. This assignment shall not be made to avoid using the translation services that already exist within the district.

Cell Phone Stipend – Any unit member who is using his/her personal cell phone to conduct business for the district shall be compensated for such use. The cell phone stipend shall be seventy-five (\$75.00) a month. If the district calls a unit member at home on their cell phone they will receive call back pay for two (2) hours.

District counter – remain status quo 5-04-23

- ~~See attached proposal for a squared salary schedule to avoid compaction of positions.~~

District has a counter proposal to present 5-04-23 – see attached eliminating ranges 20-27

5/17/23  
For Association:

Valerie Hollis

Marilyn C.

Messingmovers

For District:

Claudia M.

J. J.

Manf Arguen. 5/17/23

**Stockton Unified School District  
Counter Proposal  
CSEA and its Delta Valley Chapter #821**

**May 17, 2023**

**ARTICLE X: FRINGE BENEFITS**

**10.1 Benefit Specifications**

The District's health and welfare benefits are provided for bargaining unit members in the unit employed four (4) hours or more per day, and their dependents.

Unless otherwise agreed, the District will offer each eligible member a choice of at least two (2) HMO's and one (1) POS medical plan throughout the term of the Agreement. Effective November 1, 2009, those CSEA members eligible for medical insurance coverage (including dental and vision), will be enrolled in a CalPERS plan (which includes Kaiser) of their choosing subject only to the plans, rates, co-pays and coverage as presented by the District on August 27, 2009;

Effective January 1, 2010, those CSEA members eligible for medical insurance (including dental and vision), will be enrolled in a CalPERS plan (which includes Kaiser) of their choosing subject only to the plans, rates, co-pays and coverage as presented by the District on August 27, 2009;

Effective January 1, 2010, the medical insurance plan year as defined by CalPERS shall be January 1 – December 31, unless otherwise negotiated by the parties:

**10.1.1 Payments and Continuation of Payments**

The District's health benefit contribution for bargaining unit members (including medical, vision, chiropractic and dental) of \$1,609.30 will be increased by \$120 commencing January 1, 2020, health plan year.

Commencing on **December 1, 2022** ~~January 1, 2020-2023~~, the new District's health benefit contribution for bargaining unit members (including medical, vision, chiropractic and dental) contribution will be ~~\$2000.00~~ ~~\$1,729.30~~ **\$1,779.30**. Any difference between an employee's plan cost and the District's health benefit contribution of ~~\$2000.00~~ ~~\$1,729.30~~ **\$1,779.30** shall be deducted by payroll.

**District counter 5-04-23**

In order to implement the option for employees' enrolling in a new benefits plan, the District shall provide an open enrollment as determined by the benefit carrier.

The parties will participate in the Health Benefits Committee with the goal of controlling the premium cost of health benefits. **Any change of healthcare plans or funding shall be negotiated with the CSEA bargaining team. CSEA counter**

**Health and Welfare benefits are negotiable and subject to be bargained by the CSEA bargaining team and the District.**

**District counter 5-17-23**



The parties are committed to the concept of “total compensation” and recognize that an employee’s compensation increase is the total of the salary and any funded increase in benefits.

~~The “proportionate funded revenue limit” for Stockton Unified, as defined below, will be used to increase the ongoing health benefits allowances of \$1,729.30.~~

#### **DISTRICT agrees to strike out language 5-04-23**

Any remaining amount of the “proportionate funded revenue limit” not already allocated above shall be applied to the salary schedule. Definition of proportionate funded revenue limit: For purposes of this Article, the proportionate funded revenue limit is defined as that percentage of the District budget that was expended for CSEA Delta Valley Chapter 821 bargaining salaries and benefits as a percentage of the entire District budget shown on the District’s prior year “Un-audited Actuals”. As an example, if the total prior year expenditures for CSEA Delta Valley Chapter 821 bargaining salaries and benefits were 20% of the District’s budget, the proportionate funded revenue limit shall be 20% of the increase in the District revenue limit for the current year.

Definition of revenue limit increases: The increase in the District revenue limit shall be defined as the ongoing, funded increase in the District’s revenue limit for cost-of-living as defined by education code section 42238.1 and equalization aid, if any.

It is the intent of the parties to continue to use of this total compensation formula as the basis for negotiations in subsequent years in order to maintain labor peace and focus on student achievement.

Each bargaining unit member enrolled in a medical plan that exceeds the District’s contribution of ~~\$2000.00~~ \$1,729.30 ~~\$1,779.30~~ shall be required to complete a payroll deduction authorization form so the differential amount may be deducted from an employees’ paycheck.

#### **District counter 5-04-23**

##### **10.1.2 Medical Rebate**

Any active bargaining unit member eligible for District medical coverage, may elect to not participate in the District’s medical plan with proper verification of coverage. In such case the District will offer a medical rebate (based on twelve (12) checks) of \$590.58 prior to January 1, 2016 and \$250.00 for new hires on or after January 1, 2016. Eligible employees hired on or after January 1, 2016, shall receive a medical rebate capped at the amount of \$250 per month. **Any bargaining unit member hired on or after July 1, 2023 will be ineligible for this payment.**  
CSEA counter

#### **DISTRICT agrees with proposed language 5-17-23**

The District will provide CSEA members the necessary information (a rate sheet, co-pay, designated plans, etc.) for their review prior to and during the enrollment process.

##### **10.2 Dental Insurance**

The District will offer each eligible member a dental plan (with orthodontic) that is substantially equivalent to the current dental plan, with no reductions. The plan will be subject to the District’s monthly

contribution.

### **10.3 Retiree Insurance Coverage**

#### **10.3.1 CSEA Unit members hired prior to July 1, 2003**

A bargaining unit member who retires from the District under PERS regulations and who meets the following criteria will receive medical plan coverage for the unit CSEA member under the District plan until age sixty-five (65) or are eligible for Medicare:

**DISTRICT agrees with proposed language 5-04-23**

**10.3.1.1** Ten (10) years of District service immediately preceding retirement.

**10.3.1.2** Retire between the ages of fifty-five (55) and sixty-five (65).

**10.3.1.3** Retire on or after October 27, 1980.

Any qualified unit CSEA member will have the same right as active employees to select a more costly medical plan and will be obligated to pay the full difference above the least expensive plan.

**DISTRICT agrees with proposed language 5-04-23**

#### **10.3.2 Unit CSEA members hired after July 1, 2003**

Any qualifying unit CSEA member who retires from the District under PERS regulations and who meets the criteria in 10.3.1 will receive the same medical plan options for the unit CSEA member as active unit CSEA members. Any qualifying unit CSEA member who retires from the District under PERS regulations will be required to make a proportional payment for the medical plan. CSEA and the District reserve the right to mutually amend or modify this benefit in the future for current or future unit CSEA members. This benefit will last until the age of 65 or until the unit CSEA member is eligible for Medical/Medicare, whichever comes first.

**DISTRICT agrees with proposed language 5-04-23**

### **10.4 Mental Health/Chemical Dependency Program**

Unless otherwise agreed, the District will offer each eligible member a managed mental health/chemical dependency program through CalPERS or Kaiser plans which will be subject to the District's monthly contribution.

### **10.5 Vision Care**

The District will offer each eligible member a vision plan. The District will pay the full cost of the vision plan for the eligible member, his/her spouse and dependent(s). Plan(s) which will be subject to the District's monthly contribution.

CSEA will accept the \$50 increase to the health and welfare cap with back pay to address Unfair Labor Charge PERB Charge SA-CE-3115-E. CSEA will withdraw this charge after both parties have approved the agreement. Health and Welfare shall be paid no later than June 15, 2023. CSEA Counter

DISTRICT COUNTER 5-17-23:

The District in order to address and resolve the Unfair Labor Charge (PERB Charge SA-CE-3115-E) and have CSEA withdraw the charge, agrees to pay retroactive \$50 per month from December 2022 through June 2023 (\$350 total amount). This Health and Welfare payment shall be made to unit members enrolled in a medical plan from December 2022 through June 30, 2023. This payment will be paid no later than July 31, 2023.

Understanding: The payment will be prorated based on time of hire.

Date: 5/17/23

For Association:

*1 1*  
*Valerie Hillens*  
*John De Gree*  
*E. L. Van C...*  
*Nathaly Cuba*  
*Hector S...*  
*Melissa Paveer*

For District:

*Claudia Man*  
*J...*  
*Manf...*  
*JS*