

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between the American Federation of Teachers (“AFT” or “Union”) and The Regents of The University of California (“University”) (collectively referred to as the “parties”).

RECITALS

1. **BACKGROUND:**

Article 23 of the current Memorandum of Understanding (“MOU”) between the Regents of the University of California (“University”) and the University Council – American Federation of Teachers (“AFT”) details Summer Session Compensation for Non Senate Faculty (“NSF”). On or about November 1, 2016, the University discovered four campuses were providing Defined Contribution Plan (“DCP”) to NSF as part of their Summer Session Compensation. The University sent the AFT notice to discontinue the practice commencing Summer Session 2017. The parties met to discuss the dispute and this Settlement Agreement is the result of those discussions.

2. **AFFECTED LOCATIONS:**

- a. Berkeley
- b. Irvine
- c. Los Angeles
- d. Santa Barbara

3. **TERMS OF SETTLEMENT**

In order to resolve this dispute, as limited in the Sunset Clause in Paragraph 5, the University shall provide the summer session DCP provided the following terms exist on a prospective basis only:

- a. All NSF who are on BELI 1 during the academic year 16-17 and prior to the commencement of the summer session who receive a SS 2017 appointment would be eligible for DCP for the Summer Session 2017.
- b. All NSF who are on BELI 1 during the academic year 17-18 and prior to the commencement of the summer session receive a SS 2018 appointment would be eligible for DCP for the Summer Session 2018.
- c. All NSF who are on BELI 1 during the academic year 18-19 and prior to the commencement of the summer session receive a SS 2019 appointment would be eligible for DCP for the Summer Session 2019.

4. **LIMITATIONS OF SETTLEMENT**: NSF covered by the provisions above in Paragraph 3 are limited to prospective summer sessions only for those affected campuses exclusively identified in Paragraph 2 above. Conversely, no other NSF will be entitled to DCP during this time period other than stated in this Agreement, including NSF in other locations not mentioned. Further, the parties agree no NSF shall be entitled to retroactive DCP as a result of this Agreement.

5. **SUNSET CLAUSE**: The terms and conditions of this Agreement expire upon the conclusion of Summer Session 2019. Thereafter, the parties agree the determination of whether NSF will be eligible for DCP as part of their Summer Session Compensation will be bargained.

6. **REQUEST FOR INFORMATION**

The AFT will rescind its current outstanding requests on this issue and shall not request information related to the Summer Session DCP during the life of this Settlement Agreement: except that once the parties commence the bargaining process, the AFT may request information as it relates to the preparation of proposals for a successor MOU.

7. **RELEASE OF ALL CLAIMS (“RELEASED CLAIMS”)**: The Union hereby forever releases and discharges the University and its Regents, agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as “University Releasees”), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that Union may now or hereafter have against the University arising out of this dispute including grievances from individual bargaining unit members.

8. **CIVIL CODE SECTION 1542 RIGHTS WAIVED:**

The parties to this Agreement understand and expressly agree that the release set forth in this Agreement extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to the Summer Session DCP dispute , and that any and all rights granted under Section 1542 of the California Civil Code with respect to claims explicitly set forth in the Summer Session DCP dispute , are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or 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.

9. **ENTIRE AGREEMENT:**

The parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the parties and that this document contains the entire expression of agreement between the parties on the subjects addressed herein.

10. **COUNTERPARTS:** This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.

11. **MODIFICATIONS IN WRITING ONLY:** This document may not be modified except by written amendment, characterized as such, and signed by the parties.

12. **CALIFORNIA LAW:** This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

13. **BINDING EFFECT:** This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.

14. **INTERPRETATION, CONSTRUCTION:** The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this

Agreement. This Agreement has been drafted by legal counsel representing the University, but the Union has fully participated in the negotiation of its terms. The parties acknowledge that they had an opportunity to review and discuss each term of this Agreement with legal counsel or a representative of their choosing. Therefore, in interpreting this Agreement, the usual rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.

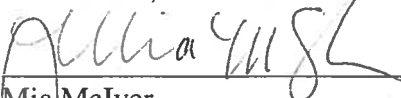
15. **SEVERABILITY:** Should it be determined by a court that any term of this Agreement is unenforceable, or should any term of this Agreement be contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

For The AFT:



Ben Harder, Vice President

Dated: 15 May 2017



Mia McIver

Dated: 5/15/17



Jonathan Keeperman

Dated: 5/15/17



Peter Huk

Dated: 5/15/17

For The University



Nadine Fishel - UCOP

Dated: 5/15/17



Amy Lee - UCOP

Dated: 5/15/17

Heather Archer
Heather Archer - Berkeley

Dated: 5/17/17

Cindy Doherty
Cindy Doherty - Santa Barbara

Dated: 5/18/17

Marianne Beckett
Marianne Beckett - Irvine

Dated: 5/15/17

Esther Hamil
Esther Hamil - Los Angeles

Dated: 5-19-17