## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement is entered into by and between Isabel Cruz, Mabel Doe, and Julia Doe (collectively referred to herein as "Complainants"), and the West Contra Costa Unified School District ("District"). Complainants and the District are collectively referenced herein as the "Parties," or individually as "Party."

## RECITALS

A. Whereas, on or about March 28, 2016, Complainants collectively filed a complaint and request for direct state intervention ("Complaint") with the California Department of Education ("CDE") under the Uniform Complaint Procedures ("UCP").

B. Whereas, through the Complaint, Complainants allege that the District's 2015-2016 Local Control and Accountability Plan ("LCAP") is out of compliance with the Local Control and Funding Formula ("LCFF") laws and regulations. (See Ed. Code, § § 42238 et seq., 52060 et seq.; Cal Code Regs., tit. 5, § 15494 et seq.)

C. Whereas, on or about April 8, 2016, the CDE notified the Parties that it had determined to directly intervene in the Complaint by further investigating into whether the District engaged its stakeholders in developing the 2015-2016 LCAP regarding the use of $4.3 million in supplemental and concentration grant funds released from reserve on February 10, 2016 ("$4.3 million in supplemental and concentration funds").

D. Whereas, the Parties disagree regarding the allegations in the Complaint and met with the CDE on April 27, 2016, to discuss the Complaint and potential resolution of the same.

E. Whereas, in that meeting the Parties were able to resolve the issue of the $4.3 million in supplemental and concentration funds, but not the remainder of the Complaint. In order to avoid the time and expense associated with potential administrative and/or civil litigation regarding the $4.3 million in supplemental and concentration funds, and without any admission of wrongdoing or liability by any Party, the Parties desire to settle certain aspects of their dispute.

## AGREEMENT

NOW, THEREFORE, and in mutual consideration of the promises made below, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct.

2. 2015-2016 LCAP. The District will take the following actions with regard to the current 2015-2016 component of its 2015-2018 LCAP:

   a. The District's Governing Board ("Board") will consider adoption of a revised 2015-2016 LCAP prior to adoption of the District's annual update of its LCAP for the 2016-2017 school year and, in doing so, will follow the steps outlined in Paragraphs 2.c through 2.g below. The revised 2015-2016 LCAP will include the $4.3 million in supplemental and concentration funds.

   b. If the District does not spend the entirety of the $4.3 million of supplemental and concentration funds in the 2015-2016 school year, the District will reflect that

unspent portion in its annual update for the 2016-2017 school year and will allocate those remaining funds for one-time supplemental and concentration expenditures in the 2016-2017 school year in addition to the District's 2016-2017 supplemental and concentration spending otherwise calculated in accord with the relevant laws and regulations.

c. The District will submit a request to the Chair Person of its advisory committee on the LCAP, the District's LCAP ("DLCAP") Committee, to schedule a meeting in early to mid-May 2016 to discuss and elicit feedback on the District's proportional reallocation of $4.3 million of supplemental and concentration funds during the 2015-2016 school year for purposes of preparing a revised draft version of the 2015-2016 LCAP and presenting it to the District's Board on May 25, 2016. At the discretion of the DLCAP Committee Chair, this meeting may be held in conjunction with a regular DLCAP Committee meeting. The District will also invite its English learner advisory committee on the LCAP, the District's Multilingual District Advisory Committee ("MDAC"), to attend this meeting.

d. At the DLCAP meeting scheduled pursuant to Paragraph 2.c. above, the District will inform participants that the District will determine whether any of the $4.3 million of supplemental and concentration funds may be unspent in the 2015-2016 school year. The District will also inform participants that any remainder of the $4.3 million will carry over into the 2016-2017 school year and be reflected in the 2016-2017 LCAP.

e. The District will notify stakeholders identified by the District's LCAP and by law, using channels such as e-mail, telephonic contact, and the District's website regarding opportunities to comment on the proposed revision to the 2015-2016 LCAP.

f. On May 25, 2016, during the regular Board meeting, the District will hold a public hearing on a revised draft version of the 2015-2016 LCAP, which will reflect the 2015-2016 proportional reallocation of the $4.3 million of supplemental and concentration funds.

g. On June 15, 2016, the District will present the revised 2015-2016 LCAP to the Board for adoption. Once adopted, the Board will submit the revised LCAP to the Contra Costa County Office of Education for approval.

3. Notice of Resolution of Certain Claims. Within three (3) business days of the Board approving the revised 2015-2016 LCAP, Complainants will notify the CDE that they consider the claims in their Complaint resolved concerning any and all allegations regarding the $4.3 million of supplemental and concentration funds as well as any and all allegations regarding the $3.3 million the District committed to spend as part of its collective bargaining agreement with the United Teachers of Richmond, which the Board ratified on February 10, 2016 ("$3.3 million CBA commitment for 2015-2016") and request that the CDE take no further action to investigate or enforce those claims.

4. Release of Certain Claims. If the Board adopts a revised 2015-2016 LCAP as set forth in this Agreement, Complainants further agree not to prosecute or file any lawsuit or institute or prosecute any other action, claim, charge, complaint, dispute, or legal proceeding of any type, whether in a court, with an administrative agency, or within the District, based upon, connected with, or in any manner

arising out of the $4.3 million in supplemental and concentration funds and the $3.3 million CBA commitment for 2015-2016. Subject to adoption of a revised 2015-2016 LCAP as set forth in this Agreement, these claims, allegations, and portions of the Complaint are therefore resolved and settled consistent with this Agreement. The Parties agree that the Complainants have reserved their rights regarding claims not resolved in this Agreement.

5. No Other Action. Complainants warrant and represent that they have filed no other complaints, claims, demands, suits, proceedings, actions or causes of action of any type or nature whatsoever, whether in law or in equity, against the District based upon, connected with, or in any manner arising out of the $4.3 million in supplemental and concentration funds or the $3.3 million CBA commitment raised in the Complaint. The Parties agree that the Complainants have reserved their rights regarding claims not resolved in this Agreement.

6. Resolution of Dispute. The Parties agree that, should the Board adopt a revised 2015-2016 LCAP as set forth in this Agreement, this Agreement shall represent a resolution of the claims and disputes between the Parties related to the $4.3 million in supplemental and concentration funds and the $3.3 million CBA commitment for 2015-2016 referenced in the Complaint and the facts alleged therein. Any prior understandings, terms or conditions are deemed merged into this Agreement. The Parties agree that the Complainants have reserved their rights regarding claims not resolved in this Agreement.

7. No Admission of Wrongdoing. The Parties enter this Agreement for the purpose of compromising and settling the Complaint. It does not constitute, nor shall it be construed as, an admission of liability by any Party for any purpose.

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

9. Attorney's Fees. The Parties agree that each Party shall be responsible for the payment of its own costs, attorney fees, and all other expenses in connection with the negotiation of this Agreement and any claims released herein.

10. Effective Date. This Agreement shall be effective upon execution by the Parties.

11. Enforceability. If, on or before July 1, 2016, any dispute arises as to whether the Parties are substantially complying with any terms of the Agreement, either Party may submit a request to the CDE to reopen the aspects of the Complaint resolved by this Agreement and issue a decision on the underlying claims. The Parties acknowledge that the CDE has agreed to serve in this oversight function regarding any requests submitted on or before July 1, 2016. After July 1, 2016, the CDE will no longer have jurisdiction over any of the claims resolved by this Agreement. Nothing in this provision is intended to limit other remedies for enforcement that the Parties may have available to them.

12. Anonymity of Certain Complainants. The Parties recognize that Complainants Julia Doe and Mabel Doe have filed the Complaint anonymously pursuant to the regulatory rules and procedures governing the direct state intervention process. The Parties agree that in order to effectively resolve the Complaint through this Agreement and for these Complainants to remain anonymous, the District requires a mechanism to enforce the Agreement against the anonymous Complainants. The Parties acknowledge that the CDE has agreed to maintain the confidentiality of these Complainants and to designate a contact person for the District to consult in the event it needs to enforce the Agreement against the anonymous Complainants. The CDE agrees to serve in this role until July 1, 2020. After July 1, 2020, the CDE agrees the anonymous Complainants' identities will remain confidential. Accordingly,

the Parties agree that Complainants' counsel shall disclose the true identities of Julia Doe and Mabel Doe to the CDE within three (3) days of the date of execution of this Agreement. The District may contact the contact person designated by the CDE until July 1, 2020 in order to determine whether any future claims are barred by the terms and conditions of this Agreement.

13. Authorized to Complete Agreement. The undersigned parties represent that they have read and understand the terms of this Agreement and are authorized to execute this Agreement on behalf of their principals.

14. Signature in Counterparts. This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.

For the District:

Dated: 6-9-16

Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

For Complainants:

Dated: _____

John T. Affeldt, Managing Attorney
Public Advocates Inc.

Dated: _____

Andrew Z. Edelstein, Senior Associate
Mayer Brown LLP

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For the District:

Dated: _____

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Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

For Complainants:

Dated: June 14, 2016

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John T. Affeldt, Managing Attorney
Public Advocates Inc.

Dated: June 14, 2016

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Andrew Z. Edelstein, Senior Associate
Mayer Brown LLP