

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



MOUNT DIABLO UNIFIED SCHOOL
DISTRICT,

Charging Party,

v.

MOUNT DIABLO EDUCATION ASSOCIATION,

Respondent.

Case No. SF-CO-752-E

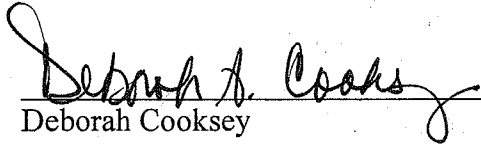
SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the Mount Diablo Unified School District and the Mount Diablo Education Association, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties.
2. The parties agree to post the attached Joint Statement for a minimum of sixty (60) calendar days beginning on December 1, 2010, at the following locations:
 - a. MDEA shall post the Joint Statement on each MDEA Bulletin Board;
 - b. The District shall post the Joint Statement in the Office of each school site; the District Office; and additionally, the District shall post the Joint Statement on the school bulletin board at each site where the school bulletin board is not the same as the MDEA bulletin board.
 - c. Both parties may post the Joint Statement in other locations not listed above, including in electronic format, at their own discretion.
3. Mount Diablo Unified School District hereby withdraws Unfair Practice Charge No. SF-CO-752-E.
4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

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

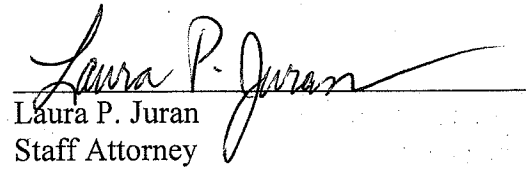
For Charging Party:



Deborah Cooksey
Associate General Counsel

11.17.10
Date

For Respondent:



Laura P. Juran
Staff Attorney

11/17/10
Date

JOINT STATEMENT OF THE
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
THE MT. DIABLO EDUCATION ASSOCIATION

It is the policy of the State of California to promote the improvement of personnel management and employer-employee relations within the public school systems in the state of California. To that end, the Legislature has created a system of collective bargaining between public school employers and the exclusive representatives of the public school employees which is codified in the Educational Employment Relations Act (EERA). In accordance with the purpose of the EERA, the parties agree as follows:

- There is a legal obligation to negotiate in a manner which ensures there is adequate time for agreement to be reached, or for the resolution of an impasse.
- The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating. The parties must meet and consult regarding certain enumerated topics, but may agree to meet and consult on any topic outside of the scope of representation.
- It is unlawful for either party to refuse or fail to meet and negotiate in good faith.

The negotiating process is a valued and valuable process for achieving fair and equitable terms and conditions of employment for public school employees and their public school employers.

Both the Mt. Diablo Unified School District and the Mt. Diablo Education Association agree to participate fully and faithfully in good faith bargaining and agree that neither party shall deliberately delay or thwart the bargaining process.