STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

Everbreen Teachers Association
Charging Party,

v.

Everbreen Elementary School District
Respondent.

Case No. SF-CE-3319-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 Evergreen Teachers Association ("Association") and the Evergreen Elementary School District ("District"), (collectively "Parties") in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. The Association hereby withdraws Unfair Practice Charge No. SF-CE-3319-E.

2. The District acknowledges the importance of maintaining confidential information as outlined in Board Policy 4119.23(a), 4219.23, and 4319.23.

3. The Parties agree to the following protocol for impasse mediation: Pursuant to Board Policy 4119.23(a), 4219.23 and 4319.23, when confidential information is disseminated to negotiating team members, it will be clearly labeled confidential and will be maintained in confidence by all recipients. The parties agree to segregate all confidential information at the conclusion of the mediation and either destroy the information or ensure that it is stored in a secure location. If any copies of confidential information are distributed in electronic form to individuals authorized to receive them, the recipients shall be notified that the information must be maintained in confidence. If either party discovers that confidential information has been disseminated in violation of this agreement, it shall take reasonable actions to remedy the breach. The parties agree to distribute this protocol to any recipient of confidential information disseminated during impasse mediation.

4. The District agrees to post the document attached as Exhibit A in all work locations in which employee notices are normally posted, as well as in the Board Room. The posting shall remain in place for a period of 60 calendar days. The District also agrees to disseminate by email a copy of Exhibit A to all certificated bargaining unit members at the same time the document is posted.
5. No later than April 1, 2020 or as soon as practicable, the District agrees to train all members of the Board of Trustees during an open meeting on impasse procedures under the Educational Employment Relations Act. The training will specifically cover the confidentiality that attaches to impasse mediations.

6. 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.

7. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

8. 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:

Suzanne Lima
Vice President

12/6/19

For Respondent:

Emy Flores, Ed.D
Superintendent

12/13/19
NOTICE TO EMPLOYEES

On December 20, 2018, the Evergreen Teachers Association filed an Unfair Practice Charge with the Public Employment Relations Board (PERB) alleging that the Evergreen Elementary School District violated the Educational Employment Relations Act when one of its trustees disseminated a confidential proposal that had been exchanged during state-mediated contract negotiations.

On October 16, 2019, PERB issued a complaint alleging that the District violated sections 3543.5(a), (b), and (e) of the California Government Code.

On November 6, 2019, the District filed an Answer to the Complaint denying it violated sections 3543.5(a), (b), and (e) of the California Government Code.

On December 4, 2019, PERB held a settlement conference as a result of which the parties reached a negotiated resolution of the unfair practice charge. As part of the settlement, the District has:

- Acknowledged the importance of maintaining confidential information as outlined in Board Policy 4119.23(a), 4219.23, and 4319.23.
- Adopted agreed-upon procedures concerning the handling of confidential information that is exchanged during impasse mediation.
- Agreed to train the Board of Trustees on impasse procedures under the Educational Employment Relations Act, specifically including the confidentiality that attaches to impasse mediations.
- Agreed to post this document for a period of 60 calendar days.