

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Monica Community College District (the "District") and California School Employees Association Chapter 36 ("CSEA") as of this 26<sup>th</sup> day of January, 2009.

WHEREAS, the District will be undertaking construction of a new student services/administration complex, which will include approximately 500 parking spaces available to District employees (the "Construction");

WHEREAS, to accommodate the Construction, the District will temporarily close portions of the parking lot commonly known as "lot #1";

WHEREAS, CSEA has requested to bargain over the District's decision to close portions of lot #1; and

WHEREAS, the District and CSEA disagree as to whether the District has a duty to bargain, but in order to resolve this dispute the parties have reached agreement regarding the availability of parking for unit members while the Construction is underway.

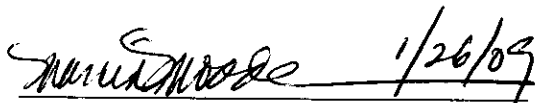
NOW THEREFORE in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:


1. While Construction is underway:
  - a. Limited term employees of the District may park in the lot commonly known as "lot # 6" but not elsewhere on the main campus.
  - b. The District shall not issue staff parking permits for student workers.
  - c. The District may maintain "Special" parking spaces for the President, Senior Staff, Board of Trustees, City of Santa Monica Swim Complex staff, District vehicles, and vendors.
  - d. Contractors and employees of the District's construction management who work in the construction management trailers may use the three existing parking spaces reserved for them only. Once those spaces are taken, such contractors and employees must use lot # 6 and shall not park elsewhere on the main campus other than the Construction area.
  - e. If the District makes additional parking available behind Drescher Hall, such parking shall either be unrestricted staff parking, or the District will make an equivalent number of unrestricted staff parking spaces available in lot #'s 3, 4, or 5 or elsewhere on the contiguous portion of the main campus.

- f. The District will add ten full-size parking spaces to lot # 6.
- g. The District shall assign a parking enforcement officer ("PEO") to lot # 6, whose normal working hours through the Spring 2009 semester shall be 7:00 a.m. to 10 p.m., Monday through Thursday, and 7:00 a.m. to 5 p.m. on Friday (the "Hours of Operation"). The parties may revisit the Hours of Operation at the conclusion of the Spring 2009 semester. The District shall provide the PEO with a kiosk, and shall provide notice to unit members of the hours during which a PEO shall be assigned to lot # 6.
- h. Lot # 6 shall be illuminated after dark until one hour following the conclusion of the Hours of Operation.
- i. The District's student/staff escort service shall be available for lot # 6.

2. This MOU shall not establish or be deemed to establish any precedent with respect to parking, and notwithstanding the provisions of Article 10.2.7 of the collective bargaining agreement between the parties, this MOU may not be presented or considered as evidence of past practice or considered as relevant evidence in interpreting or applying the terms of the collective bargaining agreement. Except as set forth in this paragraph, this MOU shall not be deemed to modify or waive any of the parties' existing rights under the collective bargaining agreement or under applicable law with respect to parking. The parties expressly agree that this section 2 is a material provision of the MOU, and that the parties would not have entered into this MOU without this section 2.

3. This Memorandum of Understanding shall be effective upon full ratification by both parties.

  
For the District

  
For CSEA