

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the "Agreement") is entered into by and between the Santa Monica Community College District (the "District") and California School Employees Association and its Chapter 36 ("CSEA") as of May 22, 2009.

WHEREAS, on 4/18/09 CSEA filed a grievance against the District alleging that the District was engaging in the unlawful transfer of some of the essential duties of the Groundskeeper/Gardener classification to the incumbent in the position of Irrigation Systems Specialist at the District (the "First Grievance");

WHEREAS, on 7/16/08 CSEA filed an additional grievance against the District alleging a further unlawful transfer of some of the essential duties of the Groundskeeper/Gardener classification to the incumbent in the position of Irrigation Systems Specialist (the "Second Grievance"; with the First Grievance and the Second Grievance collectively referred to below as the "Grievances");

WHEREAS, the parties wish fully and finally to resolve the Grievances and other disputes, potential or actual, arising out of the facts giving rise to the Grievances.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Grievances Put in Abeyance/Dismissal of Grievances. The parties agree that the Grievances shall be put in abeyance for a period ending on the day immediately preceding the first anniversary of this Agreement (the "Abeyance Period"). If, by the conclusion of the Abeyance Period, CSEA has not reported to the District any occurrences of the transfer of any of the essential duties of the Groundskeeper/Gardener classification to the incumbent in the position of Irrigation Systems Specialist at the District, then CSEA shall dismiss the Grievances, without prejudice.
2. No Admission of Wrongdoing/Effect of Agreement. Nothing in this Agreement shall be or shall be deemed to be an admission of wrongdoing or liability whatsoever by either party. Following the dismissal of the Grievances, CSEA agrees that it shall not use the Grievances or claims or allegations that were or that could have been asserted in either of the Grievances to support in any manner any future claim of unlawful transfer of bargaining unit work. The District agrees that it shall not rely upon this Agreement to argue that claims arising out of the alleged transfer of bargaining occurring after the dismissal of the Grievances are untimely, or that CSEA has waived the right to assert such claims.
3. No Precedent. This Agreement shall not set nor shall it be deemed to set any precedent between the parties with respect to the matters addressed herein. Nor may either party use the terms of this Agreement as evidence of the meaning of any provision of the collective bargaining agreement between the District and CSEA.

4. No Claims. CSEA represents and warrants that it has not filed and agrees that it will not file at any time in the future, any statutory, civil, or administrative claim, complaint, or charge of any kind whatsoever with any state or federal court, administrative agency, or tribunal of any kind whatsoever, arising out of, relating or pertaining to the Grievances or the facts alleged in the Grievances. The parties agree that this Agreement is contingent upon this promise by CSEA not to file any such claim, complaint, or charge of any kind whatsoever.

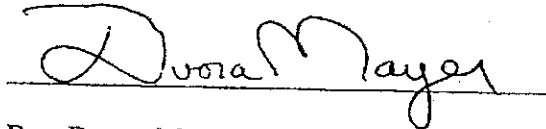
5. Comprehension and Authority. Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Any of the employees executing this Agreement on behalf of the District are empowered to do so and hereby bind the District, except that the parties agree and acknowledge that the District's obligations under this Agreement shall not be effective until ratification by the District's governing board.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same agreement, which shall be binding and effective as to the parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand by their respective representatives as of the date first set forth above.

THE DISTRICT

CSEA



By: Marcia Wade

By: Dvora Mayer

Vice President, Human Resources

Senior Labor Relations Representative

DATE

5/27/09

DATE

May 26, 2009