

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 August 23, 2010.

WHEREAS, on April 6, 2010, the District gave notice to CSEA of its intent to use an outside contractor to paint doors and trim at KCRW; and

WHEREAS, following a meeting with CSEA, the District withdrew the request to use an outside contractor; and

WHEREAS, notwithstanding the withdrawal of the request to use an outside contractor, an outside contractor was employed by the KCRW Foundation, Inc. to undertake the painting in violation of Article 16 of the collective bargaining agreement between the District and CSEA; and.

WHEREAS, on August 3, 2010, CSEA filed a grievance against the District alleging that "KCRW management contracted out bargaining unit work and used an outside contractor to paint all of the interior doors at the Radio Station" (the "Grievance"); and

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

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

1. Penalty for Contract Violation. As a sanction for the contract violation, the KCRW Foundation, Inc. shall pay \$9,640.00 in such manner as is directed by CSEA in writing as set forth in Exhibit A. The payment shall be made on or before October 1, 2010.
2. Grievance Dismissed. Upon the satisfaction of the obligation set forth in Paragraph 1, CSEA shall dismiss the Grievance with prejudice.
3. 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 Grievance, CSEA agrees that it shall not use the Grievance or claims or allegations that were or that could have been asserted in Grievance to support in any manner any future claim of unlawful contracting out of bargaining unit work.
4. 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.

5. 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 Grievance or the facts alleged in the Grievance. 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.

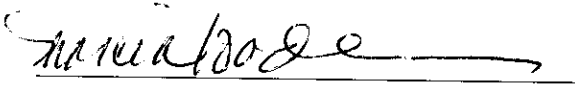
6. Comprehension and Authority. Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Any of the employees executing this Agreement on behalf of the District are empowered to do so and hereby bind the District, except that the parties agree and acknowledge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

7. 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: Bernie Rosenloecher

Vice President, Human Resources

President

EXHIBIT A

CSEA hereby directs the \$9,640.00 be distributed as follows:

Robert Hnilo	\$4,410.00
Robert Ponce	\$5,230.00