

SANTA CRUZ CITY SCHOOLS DISTRICT
SIDE LETTER AGREEMENT REGARDING 2009 CERTIFICATED LAYOFF

This Settlement Agreement is entered into between Santa Cruz City Schools District (“District”), Greater Santa Cruz Federation of Teachers AFT Local 2030 (“Federation”), and each and all of the forty-seven (47) certificated employees who requested a layoff hearing.

1. The District will immediately rescind the layoff notices for: Lisa Storer (1.0), Cathy McDougall (.6), Marissa Ferejohn-Swett (.3), Kirsten Clarke (1.0), Steve Kiel (1.0).
2. The District will also rescind layoff notices for the following subject areas: .2 Ed Specialist (Erin Whitfield), .4 CORE (Sandra Palazzolla), .4 French (Michelle Hubbard), .5 Music (Steve Anderson), .4 Counselor (Zachary Joseph), 1.3 Social Science (1.0 Damian Pawlowski, 0.3 Marissa Ferejohn-Swett).
3. The Governing Board accepted a 1.0 Multiple Subject resignation on March 25, 2009. (Rescind 0.5 Debra Gable, 0.5 Caroline Sammet.) In addition, the Governing Board is expected to accept resignations at its April 15, 2009 Board meeting which will result in the following rescissions: 1.0 Math, (Suzan Tracy), 2.7 Multiple Subject, (0.5 Caroline Sammet, 0.7 Therese Johannesson, 1.0 Alyson Diebert, 0.5 Eleanor Haber), 1.0 Ed Specialist (0.8 Erin Whitfield, 0.2 Thomas Batley).
4. For any resignations or retirements for regular classroom teaching positions received after the date of this Agreement and before June 12, the District will rescind an equivalent number of layoff notices in the appropriate subject areas, in seniority order. The Parties agree that the exception to this item is that the first 0.7 resignation or retirement in English will not result in a rescission.
5. The District will employ laid off teachers, in seniority order, in temporary positions for the 2009-2010 year as temporary positions become available. As permanent teaching positions become available for the School Year 2009-2010, the District will convert each teacher’s status from temporary to probationary or permanent (as appropriate), in seniority order, and shall restore each teacher’s status with no loss of seniority.
6. When the District fills a position from the employees on the re-employment list, the District will contact the Federation President by phone or email. If, within 24 hours, the President has not responded, the District will determine the appropriate person to be re-employed without consultation with the union.
7. For all probationary and permanent employees laid off for the 2008-09 school year, the District will pay the District portion towards Health and Welfare benefits

through August 31, 2009. The employee's portion will be deducted from the June 30, 2008 pay warrant.

8. The Parties agree that temporary employees who received release notices will be granted first consideration for vacancies during the 2009-2010 school year after those laid off employees have been offered positions and before those outside the District are considered. It is expressly understood that temporary employees must meet all appropriate credentialing requirements. For all temporary employees who qualify for benefits and are released for the 2008-09 school year, the District will pay the District portion towards Health and Welfare benefits through August 31, 2009. The employee's portion will be deducted from the June 30, 2008 pay warrant.
9. This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Union. Any disputes concerning the interpretation or application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.
10. Each teacher, by signing this Agreement, rescinds his or her Request for Hearing and waives his or her right to a hearing.
11. In order to be valid, this Agreement must be signed by each of the forty-seven (47) employees who requested a hearing. This Agreement is also contingent upon approval by the Governing Board.
12. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
13. The Agreement is not precedent setting and does not constitute a past practice.

Dated: _____

Tanya Krause, Deputy Superintendent

Barry Kirschen, Federation President

Additional signatures on Page 4

FIRST	LAST	SIGNATURE
JOSEPH	ALLEGRI	
STEVEN	ANDERSON	
ERIN	ASAMOTO	
GAIL	ATLANSKY	
BRANNA	BANKS	
KRISTEN	BATES	
THOMAS	BATLEY	
KAREN	BENITEZ	
JESSICA	BROOKS	
NATALIE	BURNS	
EMILY	CAMPBELL	
BENJAMIN	CENTANNI	
GUY	CHANDA	
KIRSTEN	CLARKE	
BROOKE	CONNER	
ADRIENNE	CRAMER	
ALYSON	DIEBERT	
MARISSA	FEREJOHN SWETT	
ELEANOR	HABER	
ANNE	HAMILL	
MICHELLE	HUBBARD	
JENNIFER	JIMENEZ	
THERESE	JOHANNESSON	
ZACHARY	JOSEPH	
PATRICIA	JULIN	
KELLY	KEENAN	
C. STEPHEN	KIEL	
PORTIA	LINDSAY	
CATHERINE	MCDOUGAL	
IRENE	MEDINA	
MATTHEW	MOHULSKI	
JENNIFER	NEWTON	
CHARLENE	OATEY	
IRENE	OHANA	
SANDRA	PALAZZOLA	
CYNTHIA	PAULSEN	
DAMIAN	PAWLOWSKI	
ARIEL	ROJAS	
CAROLINE	SAMMET	
PATRICIA	SCHROEDER	

LISA	STORER	
SUSAN	TRACY	
PATRICIA	TRAVERS	
ERIN	WHITFIELD	
JESSICA	WOODS	
LARA	YURMAN	
ANNE	ZACHAN	