

SANTA CRUZ CITY SCHOOLS DISTRICT
SIDE LETTER AGREEMENT REGARDING K-12 2010 CERTIFICATED LAYOFF

The District and the Federation met on April 16, 2010 to resolve concerns about the preliminary certificated notices. It was understood that several of the preliminary notices were issued due to shared dates of hire. The District and the GSCFT reviewed and implemented the Board approved Tie -Breaker criteria, allowing the rescission of several notices.

This Settlement Agreement is entered into between Santa Cruz City Schools District ("District") and Greater Santa Cruz Federation of Teachers AFT Local 2030 ("Federation") with regard to the 2010 certificated layoff, OAH Case No. 2010030242:

1. The District will immediately rescind layoff notices as follows: Heidi Blanchard (due to her obtaining her BCLAD subsequent to March 15), Susan Heady (.4 rescission), Shannon Delaney, Virginia Anderson, Melissa Dear, Jessica Olamit (.4 rescission), Irene Ohana, Lisa Storer, Margaret Kline (.5 rescission), Matt Schutz (.4 rescission), Greg Spear (.2 rescission), Emiliano Aragon (obtained CLAD certification subsequent to March 15), Kelly Andrews (.3 rescission), Steve Kiel (.6 rescission), Steve Kopald (.2 rescission), Myra Eastman, Iver Hennig, Allison Daniel (.2 rescission), Yanira Urquhart, Steve Anderson (.4 rescission), Julianna Perry, Michele Hubbard (.18 rescission), Debra Gable, Joyce Smith, Erin Whitfield (.8 rescission), Evelyn Glick, Gail Atlansky.
2. Shannon Delaney will be placed in a music position. She will be offered a multi-subject position in seniority order, should such positions become available.
3. Martha Dyer will be placed in a 7/8 CORE position (due to emergency LMT credential).
4. The District does not intend to fill the anticipated Adaptive PE vacancy.
5. For all probationary and permanent employees laid off and temporary employees released for the 2010-11 school year, the District will pay the District portion towards Health and Welfare benefits through August 31, 2010 which has been the District practice each year with or without a side letter agreement. The employee's portion will be deducted from the June 30, 2010 pay warrant.
6. This Agreement is not precedent setting and does not constitute a past practice.
7. The Parties agree that temporary employees who received release notices will be granted first consideration for vacancies during the 2010-11 school year after laid off employees with rehire rights 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.

8. 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.
9. The Federation represents all teachers who have requested hearings. The Union, on behalf of those teachers it represents, agrees to rescind their Requests for Hearing and waive their right to a hearing.
10. This Agreement is final upon ratification by the Governing Board.

Dated: 4/21/10

[Signature] 4/21/10
Gary S. Bloom, Superintendent, or Designee

[Signature] 4/21/10
Barry Kirschen, Federation President