

# Appendix "A"

## Sideletters

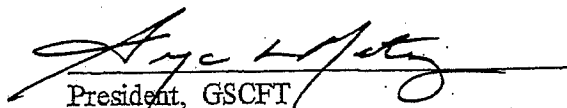
1. Santa Cruz High EXCEL Schedule
2. February 2010 Retirement Incentive
3. Comprehensive Elementary-Parent Conferences
4. Comprehensive Elementary- Restructured Wednesdays
5. .Certificated Extra Duty Stipends
6. ROP Desktop Publishing
7. Mission Hill School Advisory
8. Branciforte Middle School Advisory
9. Evaluation Procedure and Student Outcomes

## SIDE LETTER OF AGREEMENT

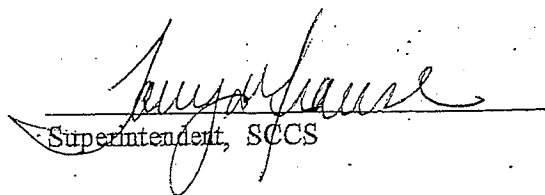
SUBJECT: Contract modifications for EXCEL Schedule, at Santa Cruz High School

In order to bring the Contract in line with the EXCEL schedule the following conditions need to be agreed to for the 1996-97 academic year.

1. Teachers will teach 12 classes instead of 10 for 1996-97.
2. The maximum number of students to be taught by any one teacher in one year is not to exceed 360 students except for Physical Education, Band, and Theater. (Present language states maximum at 350)
3. The class size average shall not exceed 30 students. Physical Education and Performing Arts classes shall not exceed 42 students. (The remaining sections dealing with class size remain unchanged.
4. The school day remains the same- 7:30- 3:15.
5. Students may take four classes only if
  - a. students meets the guidelines agreed upon by the staff
  - b. the class size does not exceed 30.
6. The 20% factor remains within each department and any reduction of personnel within a particular department will be directly proportional to the decrease of student enrollment. If there is an impasse between administration and a department the management team will resolve the conflict.
7. This agreement is renewable on an annual basis.

  
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President, GSCFT

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Date

  
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Superintendent, SCCS

\_\_\_\_\_  
Date

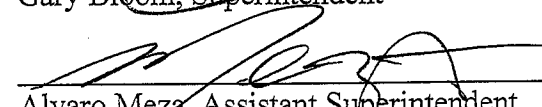
Side letter Agreement – Memo of Understanding  
Retirement Incentive for Certificated Bargaining Unit Members  
February 2010

It is agreed to and understood that the Santa Cruz City Schools District (SCCSD) will enter into an agreement with the Greater Santa Cruz Federation of Teachers for a retirement incentive for the K-12 unit that includes the following agreements:

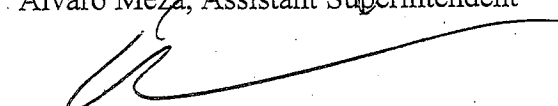
1. Criteria: Must be 55 years or older and worked for or have been in 'active status' with SCCSD for 10 consecutive years.
2. The initial offer is 80% of current salary and will be paid out to employees within the terms and length of the agreement.
3. The number of retirees and the net savings to the district must produce/yield no less than \$700,000 in the 2010-11 year.
4. This agreement is contingent upon raising class sizes K-3 and staffing to contract in all other grades.
5. This agreement includes capping incoming certificated salaries at 5 years service credit effective July 1, 2010 until otherwise negotiated, except by mutual agreement. There will not be any "retro catch up" on the salary schedule unless renegotiated as such.
6. The District has requested PARS expedite the process for interested employees.
7. The District will process certificated employees on RTW based on the FTE prior to entering the RTW program. Any additional costs incurred by this arrangement will be deducted from the overall cost benefit.
8. The District will adhere to the contractual Pre-Retirement options 1 and 2. Any additional Pre-Retirement Option 1 requests exceeding 5% of certificated staff as stated in Article XXIV.A.4, will be deducted from the overall cost benefit to the district.

  
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Gary Bloom, Superintendent

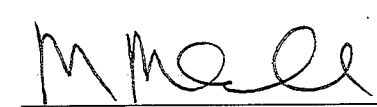
4/3/10  
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Date

  
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Alvaro Meza, Assistant Superintendent

02/03/2010  
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Date

  
\_\_\_\_\_  
Barry Kirschen, GSCFT President

2/3/2010  
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Date

  
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Mark McConnell, Chief Negotiator, GSCFT

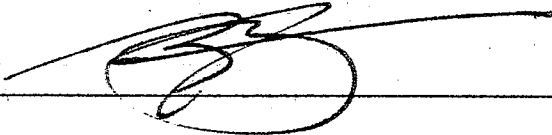
2-3-2010  
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Date

**Sideletter of Agreement for 2010-2011  
Comprehensive Elementary Sites – Parent Conferences**

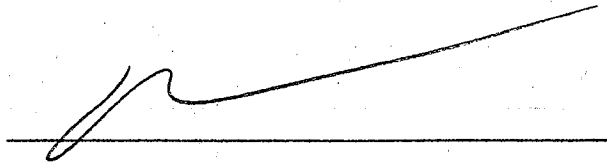
1. In September 2010, parents will receive letters in their beginning of the year packets informing them of their right to request a parent conference at any time. Additionally, at Back to School events, elementary faculty will inform parents and guardians of their right to request a parent / teacher conference at any time during the school year. Elementary teachers acknowledge that all parents who request a conference will receive a conference. Faculty will respond to parents and guardian requests with the scheduling of a parent / teacher conference within a one week timeframe.
2. Also at Back to School Nights in September, elementary faculty will notify parents and guardians of the scheduling for parent / teacher conferences on the designated day in November for families of students who are not making adequate educational and / or social progress. Faculty will accommodate all parent requests for a conference.
3. Teachers have a professional obligation for, and will take initiative in, scheduling conferences regarding students who are not making adequate progress. When necessary to do so, teachers are encouraged to schedule conferences at times that accommodate the needs of working families.

This agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-2011 school year. 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.

Dated: 10-25-10



Gary Bloom, Superintendent, SCCS



Barry Kirschen, President, GSCFT

## Sideletter of Agreement for 2010-2011 Comprehensive Elementary Sites - Restructured Wednesdays

### 1. Grade level meetings:

- will occur at each site on a consistent basis (3rd Wednesday, October - May) where all grade level teachers including certificated site staff will participate on site.
- site administration can submit items for the agenda, may participate in the discussions, and will receive grade level meeting minutes upon request within a week on the meeting held.
- The District will make every effort to avoid scheduling other district meetings or trainings on this third Wednesday. Additionally, other site meetings are to not be scheduled during this time.

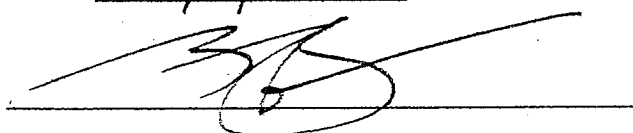
### 2. Professional Development and associated activities:

- as per calendar negotiations, PD will be district led and will occur on the agreed upon 8 Wednesdays.
- the second (2nd) Wednesday (October - May) will include faculty directed collaboration with full faculty participation on site(s). Professional collaborative activities should be based on but not limited to student demographics and site needs. Collaborative activities can be held within and/or across grade levels, cluster groups, etc.
- the remaining Wednesdays of the month could include faculty directed meetings of all grade levels and departments. When these aforementioned meetings are not scheduled, faculty shall use this time on site for classroom planning and preparation. The use of this time for professional development or other purposes will only take place with consensus of all staff. When consensus is achieved, site certificated staff and site administration shall implement a process of shared leadership in creating agendas for grade level and department meetings that include but are not limited to instructional priorities.

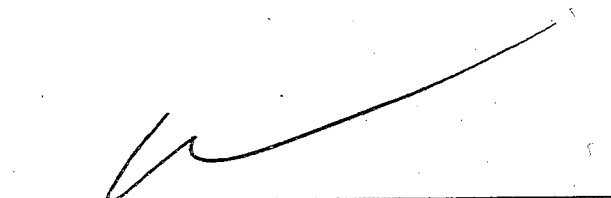
If SCCS is notified that the elementary LEA has been designated Program Improvement, it is understood that the Restructured Wednesdays Sideletter Agreement will remain intact. Upon immediate receipt of such notification, i.e. PI notification, it is agreed that the GSCFT and the District will return to the table to discuss any and all ramifications of this notification including but not limited to the instructional day, instructional minutes, and any education program change required.

This agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-2011 school year. 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.

Dated: 10/11/10



Gary Bloom, Superintendent, SCCS




Barry Kirschen, President, GSCFT


**GSCFT/SCCS District Side Letter of Agreement  
Regarding 2010-2011 Certificated Extra Duty Stipends**

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT Local 2030 (Federation) and the Santa Cruz City Schools District (District).

1. The Parties agree that certificated faculty may, for the 2010 school year only, voluntarily waive their right, in all or part, to their negotiated stipend listed on the extra duty schedule. The written decision shall be submitted to the Athletic Director no later than 1 week after the official start of the season.
2. Any waiver of above the mentioned right will be initiated by the bargaining unit member and not district management or athletic directors. Notification of the waiver process and the appropriate form shall be provided by the site. Determination of the waiver decision shall be initiated by the bargaining unit member no later than one (1) week after the start of the season.
3. This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-2011 school year. 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.
4. This agreement is not precedent setting and is intended to apply to the 2010-2011 school year only.

Dated: 10/11/10

  
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Gary Bloom, Superintendent or designee

  
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Barry Kirschen, Federation President

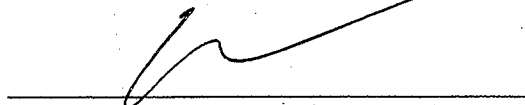
**GSCFT/SCCS District Side Letter of Agreement  
Regarding 2010-2011 ROP Desktop Publishing**

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT Local 2030 (Federation) and the Santa Cruz City Schools District (District).

1. Currently, reduced allocation of available FTE to non-elective classes has resulted in the elimination of Yearbook instructional sections at Santa Cruz High School and Soquel High School for the 2010-2011 school year.
2. The Parties agree that for the 2010-2011 school year only, yearbook class sections previously taught by bargaining unit members will be taught by ROP Desktop Publishing Instructors at the Santa Cruz High School and Soquel High School sites.
3. It is the intent of Santa Cruz City Schools to offer Yearbook sections as part of the comprehensive high school program when funding to support the required FTE becomes available.
4. This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-11 school year. 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.
5. This agreement is not precedent setting and is intended to apply to the 2010-2011 school year only.

Dated: 10/14/10


  
\_\_\_\_\_  
Gary Bloom, Superintendent or designee

  
\_\_\_\_\_  
Barry Kirschen, Federation President

**SIDE LETTER OF AGREEMENT**  
**Regarding 2010-11 Mission Hill Middle School Advisory**

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT Local 2030 (Federation) and the Santa Cruz City Schools District (District) for implementation of the attached Mission Hill Middle School 2010-11 Advisory Plan.

1. Teachers will teach six sections instead of five. The sixth class will be advisory.
2. Curriculum will be provided to Advisory teachers. This class will not require additional preparation.
3. Article XIII C2 of the negotiated agreement shall remain in effect except that Article XIII C 2 c. shall be waived to allow for 202 student daily contacts.
4. Options to teaching an advisory will be offered to any faculty member who chooses not to participate due to the above contract issues. The alternative options offered will not exceed current contractual requirements.
5. This agreement is renewable on an annual basis, with a formative assessment at each semester to allow for adjustments as needed. Adjustments or renewal shall be dependent upon an 80% or greater vote of Federation site membership.
6. This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-11 school year. Any disputes concerning the interpretation, application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.

  
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President, GSCFT

6-18-10  
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Date

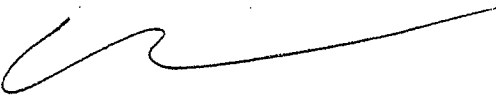
  
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Superintendent, SCCS

6/18/10  
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Date

**SIDE LETTER OF AGREEMENT**  
**Regarding 2010-11 Branciforte Middle School Advisory/Intervention**

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT Local 2030 (Federation) and the Santa Cruz City Schools District (District) for implementation of the attached Branciforte Middle School 2010-11 Advisory/Study Hall and Intervention Plan.

1. Teachers will teach six sections instead of five. The sixth class will be advisory/study hall or intervention.
2. Procedures will be provided to advisory/study hall teachers. This class will not require additional preparation.
3. Teachers who volunteer to teach intervention will be provided additional preparation time during advisory/study hall two days a week. Intervention teachers will not be responsible for an advisory/study hall.
4. Article XIII.C.2 of the negotiated agreement shall remain in effect except that Article XIII.C.2.c shall be waived to allow for 202 student daily contacts.
5. This agreement must be renewed on an annual basis, with a formative assessment at each semester to allow for adjustments as needed. Adjustments or renewal shall be dependent upon an 80% or greater vote of Federation site membership.
6. This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-11 school year. Any disputes concerning the interpretation, application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.

  
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President, GSCFT

6-18-10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent, SCCS

6/18/10  
\_\_\_\_\_  
Date

2010-11 Side Letter of Agreement  
Between  
Greater Santa Cruz Federation of Teachers, K-12 Unit  
And  
Santa Cruz City Schools

EVALUATION PROCEDURE AND STUDENT OUTCOMES

The primary purpose of certificated evaluation in Santa Cruz City Schools (SCCS) is to support and assist professionals in having a positive impact upon student achievement by providing learning opportunities and improving their practices.

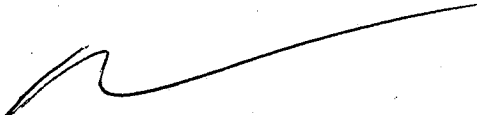
Education Code requires that the school district evaluate and assess certificated employee performance as it reasonably relates to the progress of pupils towards the achievement of academic standards as measured by state adopted criterion referenced assessments such as CST and CAHSEE, instructional techniques used by the teacher, the teacher's adherence to curricular objectives, and the classroom learning environment.

In addition to state adopted criterion referenced assessments, SCCS uses a large variety of data sources such as local assessments, student work, student attendance and student participation in order to guide its efforts and assess its success. SCCS uses multiple measures adapted appropriately to meet specific needs and to answer specific questions by program, site and classroom.


Goals in the area of student outcomes may be established during the Fall Planning Conference. Circumstances such as class composition, class size, atypical pupils, instructional materials, and physical setting that affect the certificated employee's working situation shall be discussed with the Evaluator at the Fall Planning Conference, may be documented in the Fall Planning Notes, and will be considerations in the completion of the summative evaluation.

In conformance with Education Code, student outcomes shall be addressed in the summative evaluation. No certificated employee shall be evaluated solely on the basis of student outcomes, nor shall any certificated employee be rated as "Needs Improvement" solely on the basis of student outcomes.

This agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2010-11 school year and it is not intended to be precedent setting. Any disputes concerning the Agreement will be subject to Article VI of the current Collective Bargaining Agreement. Reprimands, suspensions, discipline or termination and the contents of an evaluation or recommendations contained therein are not subject to Binding Arbitration.

  
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Barry Kirschen  
President, GSCFT

9-20-10  
\_\_\_\_\_  
Date

  
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Gary S. Bloom  
Superintendent, SCCS

9/20/10  
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Date