

**BEFORE THE GOVERNING BOARD OF  
SCOTTS VALLEY UNIFIED SCHOOL DISTRICT  
COUNTY OF SANTA CRUZ, CALIFORNIA**

**RESOLUTION NO. 17-019**

**RESOLUTION OF FINAL ACTION TO REDUCE  
PARTICULAR KINDS OF SERVICES**

WHEREAS, on February 14, 2017, the Governing Board adopted Resolution Number 17-015, attached hereto as Exhibit A, authorizing and directing the Superintendent or designee to notify affected employees of the Board's decision to eliminate 1.9 FTE positions in the District effective at the end of the 2016-2017 school year based on a reduction or discontinuance of particular kinds of service and pursuant to Education Code sections 44949 and 44955;

WHEREAS, the Superintendent or designee duly and properly served notice on the affected certificated employees listed in Exhibit B and in the layoff agreement attached as Exhibit C on or before March 15, 2017, indicating that the Governing Board did not intend to reemploy these employees for the 2017-2018 school year to the extent indicated in Resolution Number 17-015;

WHEREAS, the certificated employees listed in Exhibits B and C were informed of their right to request a hearing and that failure to do so in writing would constitute a waiver of their right to a hearing;

WHEREAS, the certificated employee listed in Exhibit B did not submit a timely request for a hearing and no layoff hearing was held;

WHEREAS, the certificated employee listed in the layoff agreement attached as Exhibit C did timely request a hearing and waived the right to a hearing through the agreement;

THE BOARD HEREBY RATIFIES the layoff agreement attached hereto as Exhibit C; and

THE BOARD HEREBY FINDS sufficient cause for not reemploying the certificated employees listed in Attachments B and C as outlined in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Superintendent or designee is authorized and directed to take all actions necessary to implement this Resolution and the terms of the layoff agreement attached as Exhibit C, including final notice to the employee listed in Exhibit B that she will be released from her current position for the 2017-2018 school year. The employee covered under the terms of the layoff agreement has been notified of his/her layoff through the layoff agreement and does not require further notice of layoff.

**PASSED AND ADOPTED** by the following vote of the members of the Governing Board of Scotts Valley Unified School District, this 25<sup>th</sup> day of April, 2017.

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

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Michael Shulman  
President, Board of Education

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Kim Shultz  
Clerk of the Board

# EXHIBIT A

## BEFORE THE GOVERNING BOARD OF SCOTTS VALLEY UNIFIED SCHOOL DISTRICT COUNTY OF SANTA CRUZ, CALIFORNIA

### RESOLUTION NO. 17-015

#### RESOLUTION OF INTENTION TO TERMINATE CERTIFICATED EMPLOYEES DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Governing Board of the **Scotts Valley Unified School District** has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District at the close of the current school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2016-17 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Scotts Valley Unified School District hereby reduces or eliminates the following particular kinds of services for the 2017-18 school year:

- K-5 Special Day Class Teacher Position by 1.0 FTE
- K-8 Independent Study Teacher Position by 0.90 FTE

The Superintendent is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

PASSED AND ADOPTED this 14<sup>th</sup> day of February, 2017 by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

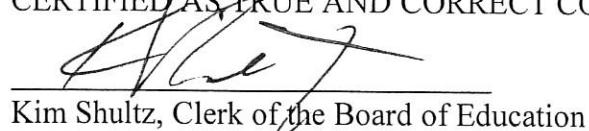
ABSTAIN: 0

Dated: February 14, 2017



Michal Shulman  
President of the Board of Education

CERTIFIED AS TRUE AND CORRECT COPY:



Kim Shultz, Clerk of the Board of Education

## EXHIBIT B

### List of Certificated Employees Who Received a Preliminary Layoff Notice and Did Not Request a Hearing

<u>Employee ID</u>	<u>FTE</u>	<u>Assignment</u>	<u>School</u>
561	.50	Teacher	Scotts Valley Middle

## EXHIBIT C

### SCOTTS VALLEY UNIFIED SCHOOL DISTRICT CERTIFICATED LAYOFF AGREEMENT 2016-2017

This Agreement is entered into by and between Patricia Dyc-O'Neal ("Employee") and the Scotts Valley Unified School District ("District"), collectively referred to as the "parties."

WHEREAS, Employee is a certificated employee of the District;

WHEREAS, the District asserts that there is cause pursuant to the applicable provisions of the Education Code, including, but not limited to, §§ 44949 and 44955, to lay off Employee from her employment with the District, effective at the close of the 2016-17 school year, and notified Employee accordingly;

WHEREAS, after receiving the District's preliminary notice of layoff, Employee requested an administrative hearing, as is her right under Education Code § 44949;

WHEREAS, through their respective representatives, the District and Employee have agreed that the District need not proceed with the hearing specified in §§ 44949 and 44955 in order to accomplish the elimination of the Employee's position and allow for Employee's reemployment in a different position in the District, and that in lieu thereof, this Agreement is being executed; and

NOW THEREFORE AND IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

1. District Needs: The District represents that Employee's layoff as a .9 Full Time Equivalent (FTE) Independent Study Teacher position is based solely on the needs of the District on the grounds set forth in Board Resolution Nos. 17-015, pursuant to Education Code §§ 44949 and 44955, and in no way relates to the ability or performance of an individual Employee.

2. Withdrawal of Hearing Request: Employee acknowledges that she will not contest the District's pending certificated layoff. By entering into this Agreement Employee

specifically withdraws the request for hearing she submitted to the District, and waives her right to a hearing as provided by Education Code §§ 44949 and 44955.

3. Reemployment in a New Position. For the 2017-18 school year, Employee will be assigned to a .5 FTE Directed Studies Teacher consistent with her bumping rights under the Education Code. In addition, also for the 2017-18 school year only, Employee will be assigned to a .334 temporary position as a Directed Studies Teacher in place of an employee who is on a leave of absence from their position. If the District needs the services of an Independent Study Teacher for the 2017-18 school year, the District will offer Employee additional hours of work paid at the hourly rate set forth in the negotiated Collective Bargaining Agreement between the District and the Scotts Valley Education Association.

4. Agreement Constitutes Final Notice: Effective the last day of the 2016-2017 school year, Employee shall be laid off from her employment as an Independent Study Teacher with the District and reassigned and reemployed consistent with this Agreement. This Agreement constitutes the final notice required by Education Code §§ 44949 and 44955 that the services of Employee will not be required for the ensuing school year, 2016-2017. No further notice of layoff, notice of non-reemployment, or other notice is required to complete the layoff of Employee.

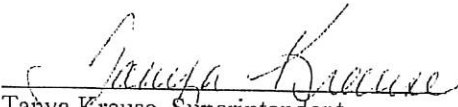
5. No Past Practice: The parties agree that the terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever, but are solely due to the unique circumstances of this matter.

6. Counterparts and Copies: This Agreement may be executed in counterparts such that signatures appear on separate signature pages and shall be valid and binding as if all parties

signed the same copy. A copy, facsimile, or original of this document with all signature pages appended together shall be deemed a fully executed and valid agreement.

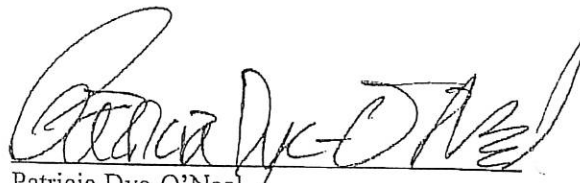
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date on which it is signed below, by a party or party representative.

Dated: March 10, 2017

  
Tahya Krause, Superintendent,  
Scotts Valley Unified School District

EMPLOYEE:

Dated: March 10, 2017

  
Patricia Dyc-O'Neal