

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
1301 E. Orangethorpe Avenue
Placentia, CA

Agenda
Board Meeting
Board of Education

5:00 p.m., Tuesday, April 26, 2022
District Educational Center
1301 E. Orangethorpe Avenue
Placentia, CA 92870

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Mrs. Carrie Buck, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., is to be held at 5:00 p.m., Tuesday, April 26, 2022 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA. Time: _____

Doors will open to the public 15 minutes prior to the start of the meeting at 5:00 p.m. Seating will be available on a first-come, first-served basis. Standing room will not be available. Seats may not be reserved or held if an individual leaves the Board Room.

Despite the addition of the live stream feed, Board meetings will continue to be open to the public for individuals who wish to attend in person or participate in public comment.

Pursuant to Government Code 54953.5, regularly scheduled Board Meetings are recorded and available for live public viewing on the district's website. A recording may capture images and sounds of those in attendance. View the live stream at www.pylusd.org/liveboardmeetings. You may also go to www.pylusd.org > Board > Live Stream Feed.

All documents related to the open session agenda which are provided to all or a majority of the members of the Board of Education are available for public inspection 72 hours prior to the regularly-scheduled Board meeting by contacting the Superintendent's Office at the above-referenced address.

PLEDGE OF ALLEGIANCE - Karin Freeman

ROLL CALL

Members Present _____
Members Absent _____
Late Arrivals _____
Early Departures _____

APPROVAL OF AGENDA

Approve the April 26, 2022 Board of Education agenda as recommended by the Superintendent.

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

PUBLIC COMMENT ANNOUNCEMENT

Those audience members wishing to address the Board during the Public Comment segment of the agenda are reminded to fill out a public comment form available in the foyer and turn it in prior to the Board holding Public Comment. The Board's bylaws do not allow forms to be submitted once the presiding officer has called for Public Comment.

PUBLIC COMMENT ANNOUNCEMENT (Continued)

Public comment speakers are expected to abide by Board Policy 1312, *Civility Policy*, which promotes mutual respect, civility, and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free environment. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or school district property promptly..

Education Code 220 prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status.

A maximum of thirty (30) minutes is set aside for public comment at each meeting; speakers are allowed a maximum of five minutes to address the Board in English and/or in their primary language on any item(s) within the Board's jurisdiction. When translation is requested, up to five additional minutes will be provided for English translation.

Persons with a disability who require a disability-related modification or accommodation, including auxiliary aids, in order to participate in a meeting, and persons who need translation assistance or services, may request such modification, accommodation, or services from the Placentia-Yorba Linda Unified School District Office at (714) 985-8400 or by fax at (714) 993-4875. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements.

PUBLIC COMMENT**BUSINESS AND FINANCIAL**

1. Authorize use of CMAS Contract 3-16-70-2382B for the purchase of classroom video, audio, switching, and control systems with Extron, effective April 27, 2022 to June 30, 2023.

1

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

2. Certify AB1200/2756 report for Association of Placentia-Linda Educators as proposed in the 2021-22 collective bargaining agreement.

2

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

HUMAN RESOURCES

1. Approve the Tentative Agreement between APLE and the PYLUSD.

13

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

HUMAN RESOURCES (Continued)

2. Approve the proposal between PLUM and PYLUSD for a 3.5% base salary increase retroactive to July 1, 2021 and a one-time, off-schedule payment equal to 1.5% of their prorated annual base salary for the 2021-2022 school year. 27

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

3. Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Dr. James Elsasser as Superintendent, through June 30, 2022. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Dr. Elsasser and PYLUSD dated November 10, 2020. 30

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

4. Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Dr. Linda Adamson as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Dr. Linda Adamson and PYLUSD dated August 11, 2020. 32

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

5. Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for David Giordano as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between David Giordano and PYLUSD dated May 19, 2015. 34

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

6. Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Richard Lopez as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Richard Lopez and PYLUSD dated July 10, 2018. 36

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

HUMAN RESOURCES (Continued)

7. Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Richard McAlindin as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Richard McAlindin and PYLUSD dated July 27, 2021.

38

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

STUDY SESSION

District Local Control and Accountability Plan

ADJOURNMENT

Time: _____

Action _____
Ayes _____ Noes _____

Motion _____
Second _____

NEXT SCHEDULED MEETING

May 17, 2022

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **CMAS CONTRACT 3-16-70-2382B, CLASSROOM VIDEO, AUDIO, SWITCHING, AND CONTROL PANEL SYSTEMS**

DATE: April 26, 2022

BACKGROUND: The State of California Department of General Services (DGS) Procurement Division annually bids the acquisition of certain goods and services. Contract No. 3-16-70-2382B provides for the purchase of classroom video, audio, switching, and control systems. The CMAS contract is valid through February 11, 2026.

Under Measure A, classroom technology equipment was upgraded throughout the district from 2008 through 2014. The upgrades included installation of interactive audio, video, switching, and control panel systems that were state of the art at the time. One of the key components of the original upgrades was the Extron audio and video switching and control system. Through persistent and diligent work, staff has developed a plan that allows continued use of the analog video system. The plan would require the addition of a new digital video system, which will include an improved microphone component utilizing radio frequency instead of infrared. The improvements will be accomplished without modifying the control panel interface.

RATIONALE: Per the provisions of Public Contract Code Sections 10299, 10298, 12100, and 20118, the governing Board may authorize by purchase order or contract the purchase of equipment or supplies without advertising for bid if the Board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize this cost-effective means of procurement.

FUNDING: General Fund (0101) – ESSER III NTE \$1,500,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

RECOMMENDATION: Authorize use of CMAS Contract 3-16-70-2382B for the purchase of classroom video, audio, switching, and control systems with Extron, effective April 27, 2022 to June 30, 2023.

PREPARED BY: Jeremy Powell, Chief Technology Officer

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **AB 1200/2756 FINANCIAL DISCLOSURE:
ASSOCIATION OF PLACENTIA-LINDA EDUCATORS (APLE)**
DATE: April 26, 2022

BACKGROUND: The Board will be voting on the proposed 2021-22 collective bargaining agreement with the Association of Placentia-Linda Educators (APLE).

AB 1200, enacted in 1991, incorporated Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public-school employer must disclose the major provisions of the agreement including, but not limited to, the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which requires District administration to certify that the District can meet its financial obligations under the proposed agreement.

RATIONALE: In order to comply with AB 1200/2756, the District must disclose the major provisions of collective bargaining agreement, including costs for current and future years, at a public meeting before entering into the agreement.

FUNDING: Included in adopted budget

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

RECOMMENDATION: Certify AB1200/2756 report for Association of Placentia-Linda Educators as proposed in the 2021-22 collective bargaining agreement.

PREPARED BY: Phuong Tran, Director, Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Placentia Yorba Linda Unified School District - Association of Placentia Linda

School District - Bargaining Unit: Educators (APLE)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022
(date) (date)

The Governing Board will act upon this agreement on: April 26, 2022

A. Proposed Change in Compensation (date)

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2021-22	Year 2 Increase/(Decrease) FY 2022-23	Year 3 Increase/(Decrease) FY 2023-24
1 Salary Schedule Increase (Decrease)	\$ 103,895,060	\$ 5,194,753	\$ 3,689,046	\$ 3,781,825
		5.0%	3.6%	3.6%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement				
		0%	0%	0%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
		0.0%	0%	0%
Description of other compensation		Stipend & Column V Adjustment	Stipend & Column V Adjustment	Stipend & Column V Adjustment
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 20,955,640	\$ 1,047,782	\$ 824,502	\$ 833,892
		5.0%	3.9%	4.0%
5 Health/Welfare Plans	\$ -	\$ -	0%	0%
		0%	0%	0%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 124,850,700	\$ 6,242,535	4,513,548	4,615,717
7 Total Number of Represented Employees	1,148	1,148	1,120	1,112
8 Total Compensation <u>Average</u> Cost per Employee	\$ 108,755	\$ 5,438	4,030	4,151
		5.0%	3.4%	3.4%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

An increase of 3.5% on-going applied to all salary schedules retroactive to July 1, 2021, and an additional one-time off salary schedule payment equal to 1.5% of the 2021-22 base salary after applying the 3.5% on-going salary increase.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare ben Yes ☐ No ☒

If yes, please describe the cap amount.

N/A

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

The following articles include negotiated changes in noncompensation items. Please see attached Tentative Agreement signed on April 1, 2022 for specifics regarding the negotiated changes.

Article XI - Class Size: Section A, Section B, and Section F

Article XV - Safety: Add Section O

Article XVI - Professional Day: Section G (1), Section I (3), Section I (4), and Section M

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

- Additional consideration and relief provided to our special education teachers due to the existing workload imbalance through release time and adjunct duties
- Additional language was added to address IEP meetings
- Additional language was added to address behavioral emergencies
- Class size language was added to address our home school and virtual programs as well as elementary specialists
- Revised language was drafted in the special education and full inclusion sections
- MOUs include:
 - * Collectively bargained alternative average class enrollment for each school site
 - * 2023-2024 Teacher Calendar
 - * Professional Learning Communities - an increase of 2 days for district-wide initiatives and trainings, as well as an increase of 2 days for teacher personal choice
 - * Full Day Kindergarten - revised language drafted for kindergarten assessments

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

The Parties agree to a free limited re-opener for the 2022-23 school year to negotiate elementary teacher recess duty.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

In order to maintain a competitive compensation package, the agreement will increase deficit spending in 2021-22 by approximately \$0.4 million.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

- G. Source of Funding for Proposed Agreement**

1. Current Year

General Fund - LCFF

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The on-going cost of the proposed agreement is funded with on-going resources and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Association of Placentia Linda Educators (APLE)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/8/2022)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 243,951,778			\$ 243,951,778
Remaining Revenues (8100-8799)	\$ 7,598,116			\$ 7,598,116
TOTAL REVENUES	\$ 251,549,894	\$ -	\$ -	\$ 251,549,894
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 99,878,422	\$ 4,242,707	\$ 643,605	\$ 104,764,734
Classified Salaries (2000-2999)	\$ 28,241,195	\$ -	\$ 143,702	\$ 28,384,897
Employee Benefits (3000-3999)	\$ 53,412,176	\$ 855,754	\$ 176,317	\$ 54,444,247
Books and Supplies (4000-4999)	\$ 7,751,573			\$ 7,751,573
Services, Other Operating Expenses (5000-5999)	\$ 12,449,218			\$ 12,449,218
Capital Outlay (6000-6599)	\$ 979,303			\$ 979,303
Other Outgo (7100-7299) (7400-7499)	\$ 8,028,060			\$ 8,028,060
Direct Support/Indirect Cost (7300-7399)	\$ (1,988,888)			\$ (1,988,888)
Other Adjustments				
TOTAL EXPENDITURES	\$ 208,751,059	\$ 5,098,461	\$ 963,624	\$ 214,813,144
OPERATING SURPLUS (DEFICIT)	\$ 42,798,835	\$ (5,098,461)	\$ (963,624)	\$ 36,736,750
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 500,000			\$ 500,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,506,294			\$ 2,506,294
CONTRIBUTIONS (8980-8999)	\$ (33,587,941)	\$ (1,144,074)	\$ (427,133)	\$ (35,159,148)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 7,204,600	\$ (6,242,535)	\$ (1,390,757)	\$ (428,692)
BEGINNING BALANCE	\$ 50,044,453			\$ 50,044,453
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 57,249,053	\$ (6,242,535)	\$ (1,390,757)	\$ 49,615,761
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 260,065			\$ 260,065
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Other Assignments (9780)	\$ 40,260,793	\$ (6,554,662)	\$ (1,460,295)	\$ 32,245,836
Reserve for Economic Uncertainties (9789)	\$ 16,728,195	\$ 312,127	\$ 69,538	\$ 17,109,860
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Association of Placentia Linda Educators (APLE)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/8/2022)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -			\$ -
Remaining Revenues (8100-8799)	\$ 78,500,175			\$ 78,500,175
TOTAL REVENUES	\$ 78,500,175	\$ -	\$ -	\$ 78,500,175
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 29,313,645	\$ 952,046	\$ 233,028	\$ 30,498,719
Classified Salaries (2000-2999)	\$ 16,051,277	\$ -	\$ 111,139	\$ 16,162,416
Employee Benefits (3000-3999)	\$ 30,284,491	\$ 192,028	\$ 82,966	\$ 30,559,485
Books and Supplies (4000-4999)	\$ 33,736,245			\$ 33,736,245
Services, Other Operating Expenses (5000-5999)	\$ 10,570,224			\$ 10,570,224
Capital Outlay (6000-6599)	\$ 1,688,268			\$ 1,688,268
Other Outgo (7100-7299) (7400-7499)	\$ 112,952			\$ 112,952
Direct Support/Indirect Cost (7300-7399)	\$ 1,549,452			\$ 1,549,452
Other Adjustments				
TOTAL EXPENDITURES	\$ 123,306,554	\$ 1,144,074	\$ 427,133	\$ 124,877,761
OPERATING SURPLUS (DEFICIT)	\$ (44,806,379)	\$ (1,144,074)	\$ (427,133)	\$ (46,377,586)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -			\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -			\$ -
CONTRIBUTIONS (8980-8999)	\$ 33,587,941	\$ 1,144,074	\$ 427,133	\$ 35,159,148
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (11,218,438)	\$ -	\$ -	\$ (11,218,438)
BEGINNING BALANCE	\$ 35,238,394			\$ 35,238,394
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 24,019,956	\$ -	\$ -	\$ 24,019,956
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -			\$ -
Restricted Reserves (9740)	\$ 24,019,956	\$ -		\$ 24,019,956
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Association of Placentia Linda Educators (APLE)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/8/2022)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 243,951,778	\$ -	\$ -	\$ 243,951,778
Remaining Revenues (8100-8799)	\$ 86,098,291	\$ -	\$ -	\$ 86,098,291
TOTAL REVENUES	\$ 330,050,069	\$ -	\$ -	\$ 330,050,069
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 129,192,067	\$ 5,194,753	\$ 876,633	\$ 135,263,453
Classified Salaries (2000-2999)	\$ 44,292,472	\$ -	\$ 254,841	\$ 44,547,313
Employee Benefits (3000-3999)	\$ 83,696,667	\$ 1,047,782	\$ 259,283	\$ 85,003,732
Books and Supplies (4000-4999)	\$ 41,487,818	\$ -	\$ -	\$ 41,487,818
Services, Other Operating Expenses (5000-5999)	\$ 23,019,442	\$ -	\$ -	\$ 23,019,442
Capital Outlay (6000-6599)	\$ 2,667,571	\$ -	\$ -	\$ 2,667,571
Other Outgo (7100-7299) (7400-7499)	\$ 8,141,012	\$ -	\$ -	\$ 8,141,012
Direct Support/Indirect Cost (7300-7399)	\$ (439,436)	\$ -	\$ -	\$ (439,436)
Other Adjustments				
TOTAL EXPENDITURES	\$ 332,057,613	\$ 6,242,535	\$ 1,390,757	\$ 339,690,905
OPERATING SURPLUS (DEFICIT)	\$ (2,007,544)	\$ (6,242,535)	\$ (1,390,757)	\$ (9,640,836)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 500,000	\$ -	\$ -	\$ 500,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,506,294	\$ -	\$ -	\$ 2,506,294
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (4,013,838)	\$ (6,242,535)	\$ (1,390,757)	\$ (11,647,130)
BEGINNING BALANCE	\$ 85,282,847			\$ 85,282,847
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 81,269,009	\$ (6,242,535)	\$ (1,390,757)	\$ 73,635,717
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 260,065	\$ -	\$ -	\$ 260,065
Restricted Reserves (9740)	\$ 24,019,956	\$ -	\$ -	\$ 24,019,956
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 40,260,793	\$ (6,554,662)	\$ (1,460,295)	\$ 32,245,836
Reserve for Economic Uncertainties (9789)	\$ 16,728,195	\$ 312,127	\$ 69,538	\$ 17,109,860
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -
* Please see question on page 7.				

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: ☒ Association of Placentia Linda Educators (APLE)

	2021-22	2022-23	2023-24
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 243,951,778	\$ 237,811,991	\$ 246,005,463
Remaining Revenues (8100-8799)	\$ 86,098,291	\$ 59,521,647	\$ 59,488,922
TOTAL REVENUES	\$ 330,050,069	\$ 297,333,638	\$ 305,494,385
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 135,263,453	\$ 129,111,742	\$ 128,526,131
Classified Salaries (2000-2999)	\$ 44,547,313	\$ 43,437,955	\$ 43,857,961
Employee Benefits (3000-3999)	\$ 85,003,732	\$ 88,006,686	\$ 89,454,537
Books and Supplies (4000-4999)	\$ 41,487,818	\$ 26,378,669	\$ 22,121,955
Services, Other Operating Expenses (5000-5999)	\$ 23,019,442	\$ 20,642,618	\$ 20,974,726
Capital Outlay (6000-6999)	\$ 2,667,571	\$ 2,731,100	\$ 2,581,100
Other Outgo (7100-7299) (7400-7499)	\$ 8,141,012	\$ 8,231,636	\$ 8,462,429
Direct Support/Indirect Cost (7300-7399)	\$ (439,436)	\$ (439,436)	\$ (439,436)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 339,690,905	\$ 318,100,970	\$ 315,539,403
OPERATING SURPLUS (DEFICIT)	\$ (9,640,836)	\$ (20,767,332)	\$ (10,045,018)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 500,000	\$ 500,000	\$ 500,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 2,506,294	\$ 2,506,294	\$ 2,506,294
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (11,647,130)	\$ (22,773,626)	\$ (12,051,312)
BEGINNING BALANCE	\$ 85,282,847	\$ 73,635,717	\$ 50,862,091
CURRENT-YEAR ENDING BALANCE	\$ 73,635,717	\$ 50,862,091	\$ 38,810,779
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 260,065	\$ 260,065	\$ 260,065
Restricted Reserves (9740)	\$ 24,019,956	\$ 11,281,856	\$ 4,536,320
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 32,245,836	\$ 23,289,807	\$ 18,112,109
Reserve for Economic Uncertainties (9789)	\$ 17,109,860	\$ 16,030,363	\$ 15,902,285
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 342,197,199	\$ 320,607,264	\$ 318,045,697
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.0%	3.0%	3.0%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 10,265,916	\$ 9,618,218	\$ 9,541,371

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 17,109,860	\$ 16,030,363	\$ 15,902,285
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 17,109,860	\$ 16,030,363	\$ 15,902,285
h.	Reserve for Economic Uncertainties Percentage	5.0%	5.0%	5.0%

3. Do unrestricted reserves meet the state minimum reserve amount?

	2021-22	Yes	<input checked="" type="checkbox"/>	No	
	2022-23	Yes	<input checked="" type="checkbox"/>	No	
	2023-24	Yes	<input checked="" type="checkbox"/>	No	

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

N/A X (No budget revisions necessary)

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Chief Business Officer (Signature)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 4/26/2022 Date
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L. CERTIFICATION NO. 2			
The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.			
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.			
			4/26/2022
	District Superintendent (or Designee)		Date
	(Signature)		
			4/26/2022
	President or Clerk of Governing Board		Date
	(Signature)		
	David Giordano, Assistant Superintendent, Business Services		714-985-8419
	Contact Person		Phone

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF THE TENTATIVE AGREEMENT BETWEEN THE ASSOCIATION OF PLACENTIA-LINDA EDUCATORS (APLE) AND THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (PYLUSD)**

DATE: April 26, 2022

BACKGROUND: The Board adopted Master Certificated Employment agreement between the Placentia-Yorba Linda Unified School District and the Association of Placentia-Linda Educators (APLE).

The Association of Placentia-Linda Educators and the District have reached a Tentative Agreement for the 2021-2022 school year. Inclusive in this agreement are the changes and additions included as part of this agreement.

RATIONALE: The agenda item presents for Board consideration approval of the Tentative Agreement between APLE and the PYLUSD.

FUNDING: Approval of this agreement will assist the District meeting our financial obligations.

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

RECOMMENDATION: Approve the Tentative Agreement between APLE and the PYLUSD.

PREPARED BY: Rick Lopez, Assistant Superintendent

Tentative Agreement
Between the
Placentia-Yorba Linda Unified School District (PYLUSD)
and the
Association of Placentia-Linda Educators (APLE)
For the 2021-22 School Year
4/1/22

Article 16 Professional Day

1. Modify Article 16, Section I (3) to read as follows:

"Beginning the second week of school, unit members assigned to a regular elementary (grades K-6) school class, SDC teachers teaching grades K-6 at an elementary site, elementary RSP teachers, SLP teachers, pre-school and Transitional kindergarten SDC teachers with full programs each school day, and unit members providing DIS services (Orientation and Mobility, Deaf/Hard of Hearing, Visually Impaired, Adaptive P.E.) shall have 240 minutes every two weeks for preparation. Any failure to provide preparation time to a unit member shall result in the missed preparation time be added to the required 240 minutes in the following two-week period. (See Full-Day Kindergarten MOU attached to this Agreement for requirements for Full-Day Kindergarten implementation)."

2. Modify Article 16, Section I (4) to read as follows:

"All SDC teachers teaching grades K-6 at an elementary site, elementary RSP teachers, and SLP teachers, ~~pre-school and kindergarten SDC teachers with full programs each school day and unit members providing DIS services (Orientation and Mobility, Deaf/Hard of Hearing, Visually Impaired, Adaptive P.E.)~~ shall have 10 full days or 20 half days of release time per year to be taken at a time mutually agreed to between the teacher and the site administrator. The unit member may not take more than two (2) full consecutive days or more than three (3) full days in any one month. The unit member has the option to receive the current substitute teacher pay rather than one day per month of release time.

3. Modify Article 16, Section G (1) to read as follows:

"1. In addition to Article XVI, Sections A through E, full-time unit members, excluding unit members with a special education assignment (except for up to 4 hours on graduation day), shall be responsible for not more than fifteen (15) hours per year of adjunct duties as specifically assigned on a necessary and equitable basis. A unit member may agree to be paid for adjunct

duty responsibilities in excess of the fifteen (15) hours per year. With prior approval by the site administrator, all unit members that work in excess of fifteen (15) adjunct duty hours shall be paid at the certificated hourly rate stated in Article 14, Section B (3) for each hour worked."

4. Modify Article 16, Section M to read as follows:

"IEP/504 meetings should not extend beyond the school office hours unless mutually agreed upon by all members of the IEP/504 team. If a general education teacher attends an IEP for a student not on their current class roster, the teacher shall be paid the certificated hourly rate in Article 14, Section B (3) in thirty-minute increments for the time spent in the IEP meeting. At the unit member's request, the District shall provide parents a written opportunity to excuse general education teachers from an IEP meeting after the parent agrees that the general education teacher's participation is no longer required."

7. The Parties agree to a free limited re-opener for the 22-23 school year to negotiate elementary teacher recess duty.

Article 15 (Safety)

Add Article 15, Section O to read as follows:

The District shall immediately intervene to help a unit member that has informed the District that a violent incident causing physical harm or injury to the unit member has occurred. The intervention shall minimally consist of:

1. The student causing the harm shall be removed from the unit member's work area. In the event that the student cannot be safely removed, the unit member and the students shall evacuate the classroom; and
2. Prior to the student's return, the District shall send appropriate District-level support to intervene and create a plan to make a safe environment for the unit member; and
3. Prior to the student's return, Human Resources and the site administrator shall meet with the unit member to develop a plan to support the unit member. Additionally, at the unit member's request, the District shall provide an additional certificated employee or other staff support mutually agreed to by the unit member and the site administrator on the first day the student returns to their classroom.

Article 14 (Wages and Benefits)

1. All certificated salary schedules shall be increased by 3.5%, effective July 1, 2021.
2. All bargaining unit members shall receive an off-schedule payment equal to 1.5% of their annual salary for the 2021-22 school year after the 3.5% increase listed in #1 above is applied to the certificated salary schedules.
4. This Agreement closes the negotiations for on-going wages and benefits for the 2021-22 school year.

Article XI: Class Size

- A. (A) Actual class size shall be expressed as the following maximums:

The "maximum" number recognizes that scheduling, facilities, and growth patterns may affect class size. It is agreed upon by both parties that the mainstreaming of elementary special day class students increases the workload of the elementary general education teacher. With that understanding, the parties agree that elementary SDC teachers of elementary mainstreamed students will be responsible for the grading, **accommodations & modifications of** curriculum, parent contact, and behavior modification support of the mainstreamed students, **in collaboration and consultation with the general education teacher**. In addition, any elementary general education teacher that goes over their assigned maximum number TK (30), K-3 (32) or 4-6 (36) on a daily basis due to mainstreaming and does not have either instructional aide support or additional teacher support during the period of time the students are mainstreamed shall be provided relief as per section XI (c).

The parties hereby agree that this agreement constitutes a "collectively bargained" alternative for independent study pursuant to EC Section 51745. The Independent Study ratio shall not exceed the maximum class size of 34, multiplied by the District's Average Daily Attendance (ADA) rate for the regular education program as calculated per the second period (P-2) report of ADA.

<u>Independent Study</u>	<u>Maximum</u>
<u>Home School</u>	<u>34</u>
<u>Virtual Academy</u>	<u>34</u>

- B. The District maximum class sizes for specialists shall be as follows*:

<u>Elementary</u>	<u>Maximum</u>
Music	70
P.E.	K=64
(with accommodations given pursuant to C(2)(a)	1-3=96 4-6=108

***In the event any elementary music or P.E. teacher goes over their assigned maximum number on a daily basis due to mainstreaming and does not have instructional aide support during that period of time, the unit member shall be paid the certificated in-teaching hourly rate of pay as stated in Article 14, Section B (2) of this Agreement.**

Special Education Class size will be differentiated on the basis of the following:

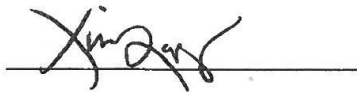
- I. Range of **disability** handicaps and extent of need for individual instruction.

2. Ages of individuals and severity of disability handicaps.
3. Staff competencies and number of special education staff at one site.
4. Amount of time individuals in a special education class participate in general education regular classes.
5. Scarcity or density of population.
6. No caseload/class size will exceed Education Code maximums.
7. The District and Association shall jointly monitor caseloads to ~~insure~~ ensure equitability.
8. Any caseload/class size that is deemed excessive by a specialist may be appealed for review to the Executive Director of Special Education ~~Director of Pupil Services~~.

F. Full Inclusion Students


Special support ~~consideration~~ will be given to a unit member when a student's IEP or behavior requires special services unfamiliar to the ~~regular~~ general education teacher. The support shall include: ~~Such consideration will be dictated by the particular accommodation necessitated by the handicapping condition of the student and may include:~~

1. As much advance notification of placement as possible.
2. The District will work collaboratively with unit members ~~solicit volunteers for to determine~~ classroom placement, ~~when appropriate~~ and provide in-service training as needed.
- ~~3. In-service training for affected staff will be provided as needed~~
3. Other support ~~relief~~ will be provided as mutually agreed upon by:
 - a. A reduction in class size
 - b. A mutual agreement to one or more of, but not limited to, the following:
 - (1) Additional instructional aide time
 - (2) Release from selected adjunct duties
 - (3) Release from selected site duties
 - (4) Additional released time for classroom preparation
 - (5) Clerical assistance
 - (6) Reduction of class size in other sections taught.
 - c. Agreement reached on the above items shall not be in conflict with other sections of this contract.



Authorized Representative

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

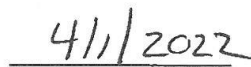


Date



Authorized Representative

ASSOCIATION OF PLACENTIA-LINDA EDUCATORS



Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

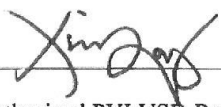
This MOU is agreed upon between the Placentia-Yorba Linda Unified School District and the Association of Placentia-Linda Educators regarding Article XI(A), Class Size.

It is understood by both parties that during the 2022-2023, 2023-2024 and 2024-2025 school years, the Class Size Maximums stated below affirm the parties' specific agreement as it pertains to Article XI of the Collective Bargaining Agreement covering the period of April 14, 2021 - June 30, 2023. The parties hereby agree that this agreement constitutes a "collectively bargained alternative average class enrollment for each school site" in grades TK through 3 in accordance with California Education Code section 42238.02 (d)(3)(D).

<u>Elementary</u>	<u>Maximum</u>
Transitional Kindergarten	30
Kindergarten	32
Grades 1-3	32

Except as expressly modified herein, the Agreement between the parties shall be unchanged.

This Memorandum of Understanding shall constitute the entire agreement of the parties as to this issue and may only be modified or amended in writing, signed by both parties.



Authorized PYLUSD Representative

4/1/22

Date



Authorized APLE Representative

4/1/2022

Date

2023-2024 Teacher Calendar

2023-2024 Teacher Calendar

DRAFT

July-23

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August-23

24 - First Day of Service
24, 25, 26 - Pre Service Days
29 - First Day of School

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

6 Work Days

January-24

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January-28

1 - 5 Winter Break
15 - MLK
24-25 Secondary Minimum Day
26 - Secondary Non Student Day

17 Work Days

February-24

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February-29

12 - Lincoln
19 - President's Day

19 Work Days

September-23

1 - Non Work Day
4 - Labor Day

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

19 Work Days

March-24

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March-24

8 - Elementary Grading Day
29 - Middle School Grading Day

21 Work Days

October-23

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 Work Days

April-24

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April-24

1-5 Spring Break

17 Work Days

November-23

3 - Middle School Grading Day
10 - Veterans Day (observed)
15-16 Elem Min Day
17 - Elem Non Student Day
20 - 24 Thanksgiving Break

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

18 Work Days

May-24

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May-24

27 - Memorial Day

22 Work Days

December-23

25 - 29 Winter Break

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Work Days

June-24

Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June-24

7 - Elem Grading Day
12-13 Secondary Min Days
13 - Last Day of School
14 - Last Day of Service

10 Work Days

185 Work Days

each school year. If consensus between the staff and the site administrator cannot be reached, the process shall begin again until a consensus can be reached.

At the conclusion of the process, the site administrator and APLE site representative shall sign the District's PLC: Annual Calendar Development Form (Appendix) and the site administrator shall submit the form to Human Resources by the end of the 2nd calendar week of the school year. Human Resources will send a copy of the form to the APLE President by the 3rd Wednesday in September. If the APLE site representative cannot sign the form because he/she believes the process was not followed, the next site PLC day shall be used to reach agreement with a representative from Human Resources and APLE (selected by APLE) to help facilitate an agreement.

1(b) PLC Agenda Development

PLC agenda development is the determination of what will be discussed at each PLC meeting. All agenda items shall focus on one or more of the five essential questions. Unit members retain sole discretion of setting their agendas and site administrators shall not send out separate agendas or influence the staff discussions. Unit member teams may utilize PLC time for staff development at the discretion of the team. Unit members are not required to take minutes or fill out any paperwork other than providing the site administrator with an agenda at least 48 hours (including weekends) in advance. Sign-in sheets will be submitted, by the end of the week, to the principal or designee after each meeting, however the sign-in sheet shall be for the purpose of attendance not for a date and time stamp to determine when a unit member arrived to the meeting.

Site administrators are encouraged to participate as partners in collaboration, whenever possible. Site teams may invite counselors and psychologists to participate in discussions at the discretion of the site team.

2. Two early release/late start days will be designated for mandatory trainings and/or District-wide initiatives as determined by the District. These days will be scheduled at each school site according to this MOU with District-wide initiatives being placed first by the site administrator on the PLC site calendar. These meetings shall not exceed 60 minutes.

3. Eight early release/late start days (not including pre-service days) will be designated set aside for the use of staff meetings and/or professional development at the discretion of the site administrator. These eight days will be tentatively placed on the calendar, after consultation with the site leadership team, prior to the PLC calendar development discussion with staff. Agendas for those days will be set by the site administrator and all staff are expected to attend.

4. ~~Six~~ **four** early release or late start days will be designated for teacher planning per year (including but not limited to quarterly planning, lesson planning, report card preparation, grading, etc.). These days will be initially designated by the site administrator and leadership team prior to the start of school and brought to the staff for consensus as part of the PLC calendar development process. No agenda will be requested on these days; however, teachers shall remain on campus during the 60-minute planning period.

5. All PLC meetings will be 60 minutes in duration. All staff members on contract duty during the PLC will need to be present for the full 60 minutes. As a result, at all early release sites, teachers will be required to report to school 25 minutes prior to the start of the school day instead of 30 minutes.

6. Unit members that are part of stand-alone electives/departments, ~~preppy~~ **transitional K**, music, elementary PE, Speech, SDC, RSP and other specialized student support providers may meet off-site with prior approval from their site administrator(s).

7. Additional staff meetings may only be held for extenuating circumstances requiring immediate action (these might include natural disasters, an accident involving student or staff members, site administrator changes, etc.).

8. Teachers should not be called away from collaboration time for other purposes (including but not limited to IEPs), except in extenuating circumstances requiring immediate action. Every effort shall be made to preserve teacher collaboration time.

9. PLC meeting norms shall be established by each team and reviewed annually.

10. The Association faculty representative shall be granted a minimum of five minutes during regular faculty meetings to announce the agenda for the upcoming Association business unless the Association faculty representative has informed the site administrator one week in advance that they do not need this time.

Elementary Release Time: Teachers (**inclusive of K-6 SDC teachers**) will be provided a minimum of 240 minutes of release time every two weeks in the following way:

Grades <u>K1st-3rd</u>	Grades <u>4th-6th</u>	<u>Kindergarten</u>
PE (*180 minutes)* ₂	PE (*180 minutes)* ₂	<u>30 minutes end of the teaching day</u>

PLC Memorandum of Understanding

The Placentia-Yorba Linda Unified School District ("District") and the Association of Placentia-Linda Educators ("APLE") agree to the following as clarification of PLC language in the previously agreed MOUs. This MOU replaces all previous PLC MOUs entered between the District and APLE. ~~This MOU shall be in effect for the 2019-2020 school year.~~

Professional Learning Communities (PLC) have been an integral part of the teaching and learning environment in PYLUSD. Teachers work collaboratively during early release/late start days to create common assessments, analyze results, and adjust instructional practices. Professional development will be provided as needed to support PLC teams with a focus on collaboration and the five essential questions.

PLCs focus on one or more of the following questions:

1. What is it we want all students to know and be able to do?
2. How will we know all students have learned?
3. How will we respond when some students do not learn?
4. How will we extend the learning for students who have demonstrated proficiency?
5. How do we engage in relevant pedagogy and professional development to ensure that we are collectively answering these questions?

The District and APLE believe in the power of teacher collaboration. To that end, time has been established for teachers to work on the five questions. PLC conversations shall include, but not be limited to, designing instruction, developing common formative assessments, analyzing assessment data and adjusting instruction, identifying and sharing existing and researched-based practices, and identifying and developing academic, behavioral, or socio-emotional interventions. The five (5) questions are not meant to be limited to data-only discussions. As a result, we agree with the following beliefs and practices related to teacher collaboration.

1(a) PLC Calendar Development

PLC calendar development shall be collaboratively developed between the staff and the site administration. Unit members will meet by department/grade level to discuss preferences, after which the leadership team in collaboration with site administrators will meet to develop a tentative schedule based on input from all departments/grade levels. (If an APLE representative is not a member of the leadership team, one APLE representative should be invited to participate in the development of the rotation schedule.)

The options for PLC calendar development are Vertical/Department or Horizontal/Grade Level meetings. The calendar development shall not determine the agenda for each PLC meeting. The schedule will be presented to the staff for final review prior to the start of

Library (60 minutes)	Instrumental/Vocal Music (90 minutes)**	
Computers (30 minutes) (Teachers take students into computers on non-release weeks)	Computers and library are no longer release time; teachers take students into computers and library weekly	Kindergarten students go to computers and library, but not as release time
<i>This equates to 60 minutes per month over the contractual minimum</i>		

*While PE is provided 200 minutes every 10 days, teachers are expected to be present for the first five minutes of the PE class, therefore the release time is calculated at 180 minutes every two weeks.

**Instrumental music will continue to be provided two times per week for 45 minutes. When vocal and instrumental music are provided it is deemed release time.

Make up for release time will only be required if release time falls below the contractual agreement of 240 minutes in a two-week period which has been caused by the closing of a lab or library, inability to provide music or PE. Holidays and non-student days will not be counted as missed release time.


Assistant Superintendent, Human Resources

4/1/22
Date


Authorized APLE Representative

4/1/2022
Date

Memorandum of Understanding

(Full-Day Kindergarten)

The Placentia-Yorba Linda Unified School District ("District") will be implementing Full-Day Kindergarten in all elementary schools beginning with the 2020-2021 school year. With this in mind, the District and the Association of Placentia-Linda Educators ("APLE") agree to implement the following supports for kindergarten teachers.

Full-Day Kindergarten teachers shall:

- Receive release time in accordance with the contract and equivalent to the time provided in grades 1-6. In providing 270 minutes every two weeks of release time, no make-up for missed days will be provided, unless the unit member were to fall below the guaranteed 240 minutes every ten days in accordance with the language in the contract.
- Receive Class Size Reduction through hourly teacher (ELD)-support for a 45-minute Block, 4 times per week, for small group instruction support for up to 129 days during the school year.
- Be guaranteed developmentally appropriate "play to learn" time as an integral part of the full day kindergarten program.
- Receive Sub Days

~~One day during preservice, (r~~ Receive a ~~one~~ sub day during later in the school year OR be paid seven hours at the instructional hourly rate for one day prior to the first day of school. ~~return date in August (paid hourly rate)~~

One additional day each trimester will be provided for the purpose of completing kindergarten assessments. Any assessments taking longer than one day will not be required or documented on the report card.

- Be assigned recess and dismissal duty on the kindergarten playground on an equitable basis with the assignment of recess and dismissal duties of other grade levels on the main campus.

ARTICLE XIV
WAGES
****DRAFT****

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2021-2022

7/1/2021-6/30/2022 – 3.5%

	I BA OR EQ.	II BA + 15	III BA + 30	IV BA+45 OR MA	V BA+60 INC MA OR MA+15 OR BA+75* OR CRSC-LSH OR SLPSC**	
STEP						STEP
1	\$48,530	\$51,527	\$54,526	\$57,526	\$60,524	1
2	\$50,710	\$53,980	\$57,252	\$60,524	\$63,795	2
3	\$52,892	\$56,435	\$59,979	\$63,522	\$67,069	3
4	\$55,072	\$58,887	\$62,707	\$66,524	\$70,339	4
5	\$57,252	\$61,342	\$65,431	\$69,521	\$73,609	5
6	\$59,434	\$63,795	\$68,158	\$72,521	\$76,883	6
7		\$66,249	\$70,885	\$75,519	\$80,155	7
8		\$68,703	\$73,609	\$78,519	\$83,426	8
9		\$71,157	\$76,336	\$81,518	\$86,698	9
10			\$79,064	\$84,517	\$89,969	10
11			\$81,791	\$87,515	\$93,241	11
12			\$84,517	\$90,514	\$96,512	12
13			\$87,243	\$93,513	\$99,784	13
17			\$89,969	\$96,512	\$103,056	17
21			\$92,696	\$99,510	\$106,328	21
25					\$118,308	25

Stipend of \$1,500 for earned Doctorate from an accredited institution

To move to column V without a Master's degree, the unit member must submit a comprehensive educational plan to the Professional Growth Committee for approval.

Entrance into column I or II is limited to University Interns and out of state credential holders.

Board Approved – DRAFT

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF THE AGREEMENT FOR THE PLACENTIA LINDA UNIFIED MANAGERS (PLUM) AND THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (PYLUSD)**

DATE: April 26, 2022

BACKGROUND: The Board reviews and recommends changes to the agreement between the Placentia-Yorba Linda Unified School District and the Placentia Linda Unified Managers (PLUM).

To coincide with the tentative agreement reached between other bargaining groups, PLUM will receive a 3.5% base salary increase for the 2021-2022 school year, retroactive to July 1, 2021. PLUM will also receive an one-time, off-schedule payment equal to 1.5% of their prorated annual base salary for the 2021-2022 school year after the initial 3.5% increase is applied to the management certificated/classified salary schedules. PLUM includes confidential, principals, assistant principals, counselors, psychologists, program specialists, mental health clinicians, wellness specialists, occupational/physical therapists, public and media relations specialist, deans, classified managers, executive directors, directors, administrators, coordinators, supervisors (classified/certificated), superintendent, assistant superintendents, and board members (per Ed Code 35120, 5% increase limitation).

RATIONALE: The agenda item presents for Board consideration approval of the Agreement between PLUM and the PYLUSD.

FUNDING: Approval of this agreement will assist the District meeting our financial obligations.

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

RECOMMENDATION: Approve the proposal between PLUM and PYLUSD for a 3.5% base salary increase retroactive to July 1, 2021 and a one-time, off-schedule payment equal to 1.5% of their prorated annual base salary for the 2021-2022 school year.

PREPARED BY: Rick Lopez, Assistant Superintendent

2021-2022
Classified Management Salary Schedule

4/26/22 - 3.5%

25-00

Position	Months	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Exec Director	12	0	\$ 164,289	\$ 168,392	\$ 172,606	\$ 176,922	\$ 181,343	\$ 185,873	\$ 190,525
Chief Technology Officer	12	20	\$ 164,289	\$ 168,392	\$ 172,606	\$ 176,922	\$ 181,343	\$ 185,873	\$ 190,525
Director 1	12	1	\$ 142,242	\$ 145,796	\$ 149,441	\$ 153,177	\$ 157,006	\$ 160,930	\$ 164,956
Director 2	12	2	\$ 117,165	\$ 120,101	\$ 123,099	\$ 126,179	\$ 129,329	\$ 132,562	\$ 135,878
Director 3	12	3	\$ 91,085	\$ 93,357	\$ 95,697	\$ 98,091	\$ 100,538	\$ 103,055	\$ 105,632
Public and Media Relations Specialist	12	4	\$ 86,529	\$ 88,693	\$ 90,913	\$ 93,180	\$ 95,510	\$ 97,902	\$ 100,348
Assistant Director	12	5	\$ 104,461	\$ 107,075	\$ 109,747	\$ 112,491	\$ 115,304	\$ 118,189	\$ 121,142
Administrator	12	5	\$ 104,461	\$ 107,075	\$ 109,747	\$ 112,491	\$ 115,304	\$ 118,189	\$ 121,142
Occupational Specialist	12	5	\$ 104,461	\$ 107,075	\$ 109,747	\$ 112,491	\$ 115,304	\$ 118,189	\$ 121,142
Supervisor 1	12	6	\$ 86,529	\$ 88,693	\$ 90,913	\$ 93,180	\$ 95,510	\$ 97,902	\$ 100,348
Supervisor 2	12	7	\$ 83,952	\$ 86,049	\$ 88,203	\$ 90,409	\$ 92,667	\$ 94,982	\$ 97,357
Supervisor 3	12	8	\$ 76,712	\$ 78,625	\$ 80,594	\$ 82,609	\$ 84,674	\$ 86,791	\$ 88,962
Supervisor 4	12	9	\$ 71,958	\$ 73,755	\$ 75,596	\$ 77,496	\$ 79,428	\$ 81,414	\$ 83,453
Administrative Assistant	12	8	\$ 76,712	\$ 78,625	\$ 80,594	\$ 82,609	\$ 84,674	\$ 86,791	\$ 88,962
Assistant Planner	12	10	\$ 61,405	\$ 62,940	\$ 64,516	\$ 66,127	\$ 67,781	\$ 69,473	\$ 71,214
Pre-School Director	12	11	\$ 65,063	\$ 66,690	\$ 68,357	\$ 70,066	\$ 71,819	\$ 73,614	\$ 75,454
Manager	12	12	\$ 47,219	\$ 48,400	\$ 49,609	\$ 50,850	\$ 52,123	\$ 53,424	\$ 54,761
Mental Health Clinician	10	13	\$ 10,867	\$ 10,867	\$ 10,867	\$ 10,867	\$ 10,867	\$ 10,867	\$ 10,867

26-00

Executive Assistant to Superintendent	12	0014	\$ 87,013	\$ 89,188	\$ 91,417	\$ 93,703	\$ 96,045	\$ 98,445	\$ 100,907
Admin. Secretary	12	0015	\$ 69,811	\$ 71,556	\$ 73,345	\$ 75,179	\$ 77,058	\$ 78,985	\$ 80,959
Department Secretary	12	0016	\$ 64,927	\$ 66,550	\$ 68,214	\$ 69,920	\$ 71,668	\$ 73,460	\$ 75,297
Personnel Technician	12	0017	\$ 63,237	\$ 64,858	\$ 66,522	\$ 68,185	\$ 69,889	\$ 71,636	\$ 73,427
Personnel Technician	11	0018	\$ 58,537	\$ 60,000	\$ 61,500	\$ 63,038	\$ 64,613	\$ 66,228	\$ 67,884
Confidential Clerk	12	0019	\$ 42,895	\$ 43,967	\$ 45,067	\$ 46,193	\$ 47,348	\$ 48,531	\$ 49,744

Assistant Superintendent	227	Salary	207,943
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Longevity Class. Management
10 Yrs- \$1388
15 Yrs- \$2778
20 Yrs- \$5905

****DRAFT****

**Certificated Management
2021-2022 Schedule 11
3.5%
DRAFT**

Position	Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Exec Director	226	0	\$ 164,289	\$ 168,392	\$ 172,606	\$ 176,921	\$ 181,342	\$ 185,874	\$ 190,524
Director I	224	1	\$ 142,242	\$ 145,795	\$ 149,441	\$ 153,178	\$ 157,006	\$ 160,930	\$ 164,956
High School Principal	224	1	\$ 142,242	\$ 145,795	\$ 149,441	\$ 153,178	\$ 157,006	\$ 160,930	\$ 164,956
Continuation Principal	219	2	\$ 124,348	\$ 127,458	\$ 130,647	\$ 133,910	\$ 137,257	\$ 140,692	\$ 144,207
Director III	221	3	\$ 122,466	\$ 125,523	\$ 128,662	\$ 131,904	\$ 135,177	\$ 138,556	\$ 142,020
Administrator	215	4	\$ 127,726	\$ 130,923	\$ 134,192	\$ 137,549	\$ 140,988	\$ 144,512	\$ 148,123
K-12 Principal	214	5	\$ 124,348	\$ 127,458	\$ 130,647	\$ 133,910	\$ 137,257	\$ 140,692	\$ 144,207
Middle School Principal	214	5	\$ 124,348	\$ 127,458	\$ 130,647	\$ 133,910	\$ 137,257	\$ 140,692	\$ 144,207
H.S. Asst. Principal	213	6	\$ 117,983	\$ 120,929	\$ 123,953	\$ 127,050	\$ 130,229	\$ 133,485	\$ 136,822
Elementary Principal	210	7	\$ 121,859	\$ 124,903	\$ 128,028	\$ 131,229	\$ 134,509	\$ 137,874	\$ 141,320
Coordinator	210	8	\$ 109,196	\$ 111,930	\$ 114,726	\$ 117,593	\$ 120,533	\$ 123,547	\$ 126,637
Middle Sch Asst. Prin.	204	9	\$ 108,445	\$ 111,156	\$ 113,935	\$ 116,784	\$ 119,705	\$ 122,696	\$ 125,763
Elem. Asst. Principal	204	10	\$ 106,093	\$ 108,742	\$ 111,465	\$ 114,252	\$ 117,104	\$ 120,033	\$ 123,036
Supervisor	200	11	\$ 100,335	\$ 102,844	\$ 105,413	\$ 108,048	\$ 110,747	\$ 113,518	\$ 116,353
Counselor	200	12	\$ 99,684	\$ 102,172	\$ 104,732	\$ 107,347	\$ 110,035	\$ 112,783	\$ 115,603
Dean/Activities Director	200	12	\$ 99,684	\$ 102,172	\$ 104,732	\$ 107,347	\$ 110,035	\$ 112,783	\$ 115,603
High School/Athl Director	200	13	\$ 100,329	\$ 102,172	\$ 105,410	\$ 108,045	\$ 110,744	\$ 113,518	\$ 116,352
Program Specialist	196	14	\$ 98,324	\$ 100,781	\$ 103,302	\$ 105,884	\$ 108,529	\$ 111,249	\$ 114,026
Psychologists	196	15	\$ 95,458	\$ 100,781	\$ 103,302	\$ 105,884	\$ 108,529	\$ 111,249	\$ 119,728
Wellness Specialist	185	16	\$ 89,510	\$ 94,501	\$ 99,285	\$ 101,766	\$ 104,310	\$ 106,919	\$ 109,591
Mental Health Clinician	196	17	\$ 95,458	\$ 100,781	\$ 103,302	\$ 105,884	\$ 108,529	\$ 111,249	\$ 114,026
Assistant Superintendent	227		\$207,943						

Longevity
17 Yrs- \$1805
21 Yrs- \$5414
25 Yrs- \$8712

BOARD APPROVED - **DRAFT**

TO: Board of Education

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT – DR. JAMES ELSASSER,
SUPERINTENDENT**

DATE: April 26, 2022

BACKGROUND: The Board of Education approves the contract amendments to modify the employment contract for the Superintendent.

RATIONALE: In accordance with Government Code 53262(a), the purpose of this agenda item is to present the terms and conditions of the employment contract for the Superintendent of the Placentia-Yorba Linda Unified School District. Copies of the employment contract shall be available to members of the public upon request.

FUNDING: Amendment to contract to include a 3.5% increase and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year consistent with the increase given to other bargaining units.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high quality instruction program facilitates life-long habits of intellectual inquiry. We actively engage each student in the learning process through the implementation of the core curriculum and effective instructional strategies, including the use of technology. To this end, we strive to attract, train, and retain employees as well as develop strategic leaders who embrace the vision and values of our district.”

RECOMMENDATION: Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Dr. James Elsasser as Superintendent, through June 30, 2022. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Dr. Elsasser and PYLUSD dated November 10, 2020.

PREPARED BY: Martha Suarez, Administrative Secretary

Amendment No. 2 to Contract of Employment

The Amendment Number 2 to the Contract of Employment (Amendment) is made by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (District), which is located in the County of Orange, State of California, acting through its Board of Trustees (Board) and Dr. James Elsasser (Superintendent), and is made with reference to the following facts:

Recitals

- A. On November 10, 2020, the Board and the Superintendent entered into an Employment Contract (Contract).
- B. It is the desire of the Board to modify the salary of the Superintendent as provided in paragraph 4 of the Contract, and in accordance with Education Code Section 45032, so that the Superintendent will receive a salary increase of three and a half percent (3.5%) retroactive to July 1, 2021 and a one-time, off-schedule payment of one and a half percent (1.5%) for the 2021-2022 school year to coincide with other bargaining units.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. Paragraph 4 of the Contract is hereby amended to read as follows: Retroactive to July 1, 2021, Board shall pay the Superintendent a minimum salary of Three Hundred Forty Seven Thousand Five Hundred and Thirty Two Dollars (\$347,532) for each complete year during the term of this contract, payable in twelve (12) equal monthly payments. The Superintendent shall also receive a prorated one-time, off-schedule payment of Five Thousand Two Hundred and Thirteen Dollars (\$5,213) for the 2021-2022 school year. When only a portion of a year is served, compensation shall be prorated.
- 2. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment this Twenty-Sixth day of April, 2022.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
Carrie Buck, President

Dr. James Elsasser, Superintendent

TO: Board of Education

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT - DR. LINDA ADAMSON, ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES**

DATE: April 26, 2022

BACKGROUND: The Board of Education approves the contract amendments to modify the employment contracts for the Assistant Superintendent.

RATIONALE: In accordance with Government Code 53262(a), the purpose of this agenda item is to present the terms and conditions of the employment contract for the Assistant Superintendent of the Placentia-Yorba Linda Unified School District. Copies of the employment contract shall be available to members of the public upon request.

FUNDING: Amendment to contract to include a 3.5% increase and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year consistent with the increase given to other bargaining units.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high quality instruction program facilitates life-long habits of intellectual inquiry. We actively engage each student in the learning process through the implementation of the core curriculum and effective instructional strategies, including the use of technology. To this end, we strive to attract, train, and retain employees as well as develop strategic leaders who embrace the vision and values of our district.”

RECOMMENDATION: Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Dr. Linda Adamson as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Dr. Linda Adamson and PYLUSD dated August 11, 2020.

PREPARED BY: Martha Suarez, Administrative Secretary

Amendment No. 3 to Contract of Employment

The Amendment Number 3 to the Contract of Employment (Amendment) is made by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (District), which is located in the County of Orange, State of California, acting through its Board of Trustees (Board) and Dr. Linda Adamson (Assistant Superintendent), and is made with reference to the following facts:

Recitals

- A. On August 11, 2020, the Board and the Assistant Superintendent entered into an Employment Contract (Contract).
- B. It is the desire of the Board to modify the salary of the Assistant Superintendent as provided in paragraph 3 of the Contract, and in accordance with Education Code Section 45032, so that the Assistant Superintendent will receive a salary increase of three and a half percent (3.5%) retroactive to July 1, 2021 and a one-time, off-schedule payment of one and a half percent (1.5%) for the 2021-2022 school year to coincide with other bargaining units.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. Paragraph 3 of the Contract is hereby amended to read as follows: Retroactive to July 1, 2021, Board shall pay the Assistant Superintendent a minimum salary of Two Hundred Seven Thousand and Nine Hundred Forty Three Dollars (\$207,943) for each complete year during the term of this contract, payable in twelve (12) equal monthly payments. The Assistant Superintendent shall also receive a one-time, off-schedule payment of Three Thousand One Hundred and Nineteen Dollars (\$3,119) for the 2021-2022 school year. When only a portion of a year is served, compensation shall be prorated.
- 2. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment this Twenty-Sixth day of April, 2022.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
Carrie Buck, President

Dr. James Elsasser, Superintendent

Dr. Linda Adamson, Assistant Superintendent

TO: Board of Education

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT - DAVID GIORDANO, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

DATE: April 26, 2022

BACKGROUND: The Board of Education approves the contract amendments to modify the employment contracts for the Assistant Superintendent.

RATIONALE: In accordance with Government Code 53262(a), the purpose of this agenda item is to present the terms and conditions of the employment contract for the Assistant Superintendent of the Placentia-Yorba Linda Unified School District. Copies of the employment contract shall be available to members of the public upon request.

FUNDING: Amendment to contract to include a 3.5% increase and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year consistent with the increase given to other bargaining units.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high quality instruction program facilitates life-long habits of intellectual inquiry. We actively engage each student in the learning process through the implementation of the core curriculum and effective instructional strategies, including the use of technology. To this end, we strive to attract, train, and retain employees as well as develop strategic leaders who embrace the vision and values of our district.”

RECOMMENDATION: Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for David Giordano as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between David Giordano and PYLUSD dated May 19, 2015.

PREPARED BY: Martha Suarez, Administrative Secretary

Amendment No. 5 to Contract of Employment

The Amendment Number 5 to the Contract of Employment (Amendment) is made by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (District), which is located in the County of Orange, State of California, acting through its Board of Trustees (Board) and David Giordano (Assistant Superintendent), and is made with reference to the following facts:

Recitals

- A. On May 19, 2015, the Board and the Assistant Superintendent entered into an Employment Contract (Contract).
- B. It is the desire of the Board to modify the salary of the Assistant Superintendent as provided in paragraph 3 of the Contract, and in accordance with Education Code Section 45032, so that the Assistant Superintendent will receive a salary increase of three and a half percent (3.5%) retroactive to July 1, 2021 and a one-time, off schedule payment of one and a half percent (1.5%) for the 2021-2022 school year to coincide with other bargaining units.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. Paragraph 3 of the Contract is hereby amended to read as follows: Retroactive to July 1, 2021, Board shall pay the Assistant Superintendent a minimum salary of Two Hundred Seven Thousand and Nine Hundred Forty Three Dollars (\$207,943) for each complete year during the term of this contract, payable in twelve (12) equal monthly payments. The Assistant Superintendent shall also receive a one-time, off-schedule payment of Three Thousand One Hundred and Nineteen Dollars (\$3,119) for the 2021-22 school year. When only a portion of a year is served, compensation shall be prorated.
- 2. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment this Twenty-Sixth day of April, 2022.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
Carrie Buck, President

Dr. James Elsasser, Superintendent

David Giordano, Assistant Superintendent

TO: Board of Education

FROM: Dr. James Elsasser, Superintendent

SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT - RICHARD LOPEZ, ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES**

DATE: April 26, 2022

BACKGROUND: The Board of Education approves the contract amendments to modify the employment contracts for the Assistant Superintendent.

RATIONALE: In accordance with Government Code 53262(a), the purpose of this agenda item is to present the terms and conditions of the employment contract for the Assistant Superintendent of the Placentia-Yorba Linda Unified School District. Copies of the employment contract shall be available to members of the public upon request.

FUNDING: Amendment to contract to include a 3.5% increase and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year consistent with the increase given to other bargaining units.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high quality instruction program facilitates life-long habits of intellectual inquiry. We actively engage each student in the learning process through the implementation of the core curriculum and effective instructional strategies, including the use of technology. To this end, we strive to attract, train, and retain employees as well as develop strategic leaders who embrace the vision and values of our district.”

RECOMMENDATION: Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Richard Lopez as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Richard Lopez and PYLUSD dated July 10, 2018.

PREPARED BY: Martha Suarez, Administrative Secretary

Amendment No. 4 to Contract of Employment

The Amendment Number 4 to the Contract of Employment (Amendment) is made by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (District), which is located in the County of Orange, State of California, acting through its Board of Trustees (Board) and Richard Lopez (Assistant Superintendent), and is made with reference to the following facts:

Recitals

- A. On July 10, 2018, the Board and the Assistant Superintendent entered into an Employment Contract (Contract).
- B. It is the desire of the Board to modify the salary of the Assistant Superintendent as provided in paragraph 3 of the Contract, and in accordance with Education Code Section 45032, so that the Assistant Superintendent will receive a salary increase of three and a half percent (3.5%) retroactive to July 1, 2021 and a one-time, off-schedule payment of one and a half percent (1.5%) for the 2021-2022 school year to coincide with other bargaining units.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. Paragraph 3 of the Contract is hereby amended to read as follows: Retroactive to July 1, 2021, Board shall pay the Assistant Superintendent a minimum salary of Two Hundred Seven Thousand and Nine Hundred Forty Three Dollars (\$207,943) for each complete year during the term of this contract, payable in twelve (12) equal monthly payments. The Assistant Superintendent shall also receive a one-time, off-schedule payment of Three Thousand One Hundred and Nineteen Dollars (\$3,119) for the 2021-2022 school year. When only a portion of a year is served, compensation shall be prorated.
- 2. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment this Twenty-Sixth day of April, 2022.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
Carrie Buck, President

Dr. James Elsasser, Superintendent

Richard Lopez, Assistant Superintendent

TO: Board of Education

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT - RICHARD MCALINDIN, ASSISTANT SUPERINTENDENT OF EXECUTIVE SERVICES**

DATE: April 26, 2022

BACKGROUND: The Board of Education approves the contract amendments to modify the employment contracts for the Assistant Superintendent.

RATIONALE: In accordance with Government Code 53262(a), the purpose of this agenda item is to present the terms and conditions of the employment contract for the Assistant Superintendent of the Placentia-Yorba Linda Unified School District. Copies of the employment contract shall be available to members of the public upon request.

FUNDING: Amendment to contract to include a 3.5% increase and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year consistent with the increase given to other bargaining units.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high quality instruction program facilitates life-long habits of intellectual inquiry. We actively engage each student in the learning process through the implementation of the core curriculum and effective instructional strategies, including the use of technology. To this end, we strive to attract, train, and retain employees as well as develop strategic leaders who embrace the vision and values of our district.”

RECOMMENDATION: Approve a salary increase of 3.5% retroactive to July 1, 2021 and a one-time, off-schedule payment of 1.5% for the 2021-2022 school year in the employment contract for Richard McAlindin as Assistant Superintendent, through June 30, 2024. This amendment is consistent with the increase given to other bargaining units and per the original contract agreement between Richard McAlindin and PYLUSD dated July 27, 2021.

PREPARED BY: Martha Suarez, Administrative Secretary

Amendment No. 1 to Contract of Employment

The Amendment Number 1 to the Contract of Employment (Amendment) is made by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (District), which is located in the County of Orange, State of California, acting through its Board of Trustees (Board) and Richard McAlindin (Assistant Superintendent), and is made with reference to the following facts:

Recitals

- A. On July 27, 2021, the Board and the Assistant Superintendent entered into an Employment Contract (Contract).
- B. It is the desire of the Board to modify the salary of the Assistant Superintendent as provided in paragraph 3 of the Contract, and in accordance with Education Code Section 45032, so that the Assistant Superintendent will receive a salary increase of three and a half percent (3.5%) retroactive to July 1, 2021 and a one-time, off-schedule payment of one and a half percent (1.5%) for the 2021-2022 school year to coincide with other bargaining units.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. Paragraph 3 of the Contract is hereby amended to read as follows: Retroactive to July 1, 2021, Board shall pay the Assistant Superintendent a minimum salary of Two Hundred Seven Thousand and Nine Hundred Forty Three Dollars (\$207,943) for each complete year during the term of this contract, payable in twelve (12) equal monthly payments. The Assistant Superintendent shall also receive a one-time, off-schedule payment of Three Thousand One Hundred and Nineteen Dollars (\$3,119) for the 2021-2022 school year. When only a portion of a year is served, compensation shall be prorated.
- 2. Except as modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment this Twenty-Sixth day of April, 2022.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

BY: _____
Carrie Buck, President

Dr. James Elsasser, Superintendent

Richard McAlindin, Assistant Superintendent