

6:00 p.m., CLOSED SESSION
7:00 p.m., REGULAR SESSION

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

Agenda
Board Meeting
Board of Education

6:00 p.m., Tuesday, April 13, 2021
District Educational Center
1301 E. Orangethorpe Avenue
Placentia, CA 92870

A Board Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Mrs. Karin Freeman, President, in accordance with Executive Order N-29-20, Government Code Sections 54950 et. seq., and Education Code Sections 35140 et seq., is to be held at 6:00 p.m., Tuesday, April 13, 2021 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia. The April 13, 2021 Board Meeting will be held in the traditional format and open to the public with limited seating due to responsible distancing. Masks are required. The number to call-in to listen to this meeting is provided below.

Time: _____

Call-in to listen during Public Session: 1 669 900 6833
Meeting ID: 824 6653 4897

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.

CLOSED SESSION

Adjourn to Closed Session for the purpose of discussing matters expressly authorized by Government Code Sections 3549.1, 54956.8, 54956.95, 54957, and 54957.6 at _____p.m.

Page(s)

- | | | |
|----|--|-------|
| 1. | Public Employment per Human Resources Report | 47-67 |
| 2. | Public Employment Appointment | |
| | • Program Specialist | |
| 3. | Public Employment Discipline/Dismissal/Release | |
| | • Conference with AALRR legal counsel, Mr. Todd Robbins | |
| 4. | Conference with labor negotiators Dr. James Elsasser, Superintendent; Rick Lopez, Assistant Superintendent, Human Resources; David Giordano, Assistant Superintendent, Business Services | |
| | • CSEA | |
| | • APLE | |
| 5. | Claims | |
| | • Claimant: Joseph Becerra | |
| | Agency claimed against: Placentia-Yorba Linda Unified School District | |
| | Monetary amount: \$50,000 | |
| | • Claimant: Kaden Borts | |
| | Agency claimed against: Placentia-Yorba Linda Unified School District | |
| | Monetary amount: \$125,000 | |

REGULAR SESSION

Reconvene to Regular Session at _____ p.m.

PLEDGE OF ALLEGIANCE – Mrs. Karin Freeman**ROLL CALL**

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

APPROVAL OF AGENDA

Approve the April 13, 2021 Board of Education agenda as recommended by the Superintendent.

Student Board Member Preferential Vote:	Aye _____	Nay _____
Action _____	Motion _____	
Ayes _____ Noes _____	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. You will be asked to remain in your seat or in the foyer, wear a mask, and practice social distancing until it is your turn to speak.

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.

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 PYLUSD 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.

MINUTES

It is the recommendation of the Superintendent of Schools that the Board of Education approve the minutes of the Regular Meeting of March 9, 2021.

Student Board Member Preferential Vote:

Aye _____ Nay _____

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

PUBLIC COMMENT

STUDENT BOARD REPORT – An opportunity for the student board representative to provide a report of activities and events occurring at the district's high schools.

SUPERINTENDENT'S REPORT – An opportunity for the Superintendent to share matters of special interest or importance which are not on the Board agenda and/or special presentations of district programs or activities.

CONSENT CALENDAR

Actions proposed for Consent Calendar (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items.

Consent Calendar items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the Consent Calendar. The purchase order master list, warrant registers, and contracts considered at this meeting are available to the Board under separate cover.

1. Approve/ratify purchase orders in the following amounts: **(2020/2021)** – General Fund (0101), \$1,439,932.17; Child Development Fund (1212), \$964.01; Cafeteria Fund (1313), \$8,001.61; Capital Facilities Fund (2525), \$71,185.34; Capital Facilities Agency Fund (2545), \$90,543.84; Schools Facilities Fund/Prop 47 Fund (3539), \$8,139.04; Community Facilities District #1 Fund (4991), \$3,567.01. 1
2. Approve warrant listings in the following amounts: Check #234453 through 235112; current year expenditures (February 21, 2021 through March 20, 2021) \$6,933,509.59; and payroll registers 8A, \$11,930,994.16, 8B, \$4,367,409.35. 2
3. Accept as complete the project(s) listed and authorize filing Notice(s) of Completion. 4
4. Declare the property surplus, approve disposal of the items by public auction, and approve disposal of any items not acceptable for auction by the most economical means. 6
5. Designate textbooks as obsolete and approve disposal. 7
6. Approve the Consultant Services Agreement(s) – Maintenance and Facilities – as listed in accordance with Board Policy No. 4124, Retention of Consultants. 8

CONSENT CALENDAR (Continued)

7. Approve renewal of contract per Unit Bid No 219-11 for roofing services with Best Contracting, effective April 15, 2021 through April 14, 2022. 9
8. Award Bid No. 221-03 for roofing projects at Mabel Paine and Morse Elementary Schools, Kraemer and Bernardo Yorba Middle Schools, and Esperanza High School, and award contracts to Adco Roofing, Inc., Best Contracting Services, and C.I. Services. 10
9. Authorize the use of State of California CMAS Contract No. 4-20-56-0006B for the purchase of roofing materials from The Garland Company, Inc. through December 31, 2024. 11
10. Award Bid No. 221-04 for painting projects at Travis Ranch School, Bernardo Yorba Middle School, El Dorado and Esperanza High Schools, and the District Education Center, and award contracts to A.J. Fistes Corporation, Polychrome Construction, and Astro Painting Co. 12
11. Authorize use of Bid No. 18-22 for the purchase of paint and related materials and supplies with Vista Paint, effective April 14, 2021 through April 7, 2022. 13
12. Approve renewal of contract per RFP No. 2019-07 for swimming pool cleaning and equipment repair services with Sea Clear Pools, effective April 15, 2021 through April 14, 2022. 14
13. Approve renewal of contract per Unit Bid No. 219-10 for electrical services with Seco Electric and Lighting, effective May 1, 2021 through April 30, 2022. 15
14. Approve Independent Contractor(s) Agreement – Business Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. 16
15. Approve the agreement for armored transport services with Sectran Security Inc., effective April 14, 2021 through April 13, 2023. 17
16. Renew the agreement for pest control services with Pest Options, effective July 1, 2021 to June 30, 2022. 18
17. Approve renewal of the lease agreement for the heat sealer equipment, purchase of meal trays, and supplies with Oliver Packaging, effective July 1, 2021 through June 30, 2022. 19
18. Approve renewal of the agreement with Food Safety Systems, effective July 1, 2021 through June 30, 2022. 20
19. Approve contract renewal per RFP No. 2020-01 for purchase and delivery of pizza with Papa John's Pizza, effective July 1, 2021 through June 30, 2022. 21
20. Approve the agreement for public auction services with TLC Auctions, effective April 14, 2021 through June 30, 2022. 22
21. Approve Independent Contractor Agreements – Educational Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. 23

CONSENT CALENDAR (Continued)

- | | |
|--|----|
| 22. Approve the special education individual services contracts and related services requests. (Individual contract on file.) | 24 |
| 23. Ratify authority to settle the special education settlement agreement in the amount of \$3,720 for Student Identification No. 1716. | 25 |
| 24. Ratify authority to settle the special education settlement agreement in the amount of \$12,500 for Student Identification No. 1717. | 26 |
| 25. Ratify authority to settle the special education settlement agreement in the amount of \$7,800 for Student Identification No. 1718. | 27 |
| 26. Ratify the memorandum of understanding between the Anaheim Union High School District and the Placentia-Yorba Linda Unified School District for February 1, 2020, through June 30, 2020, and for July 1, 2020, through June 30, 2021, for the provision of educational services to special education students. | 28 |
| 27. Approve the funding sources amendment for consulting services with Bell Educational Solutions for professional management and leadership services through June 30, 2021. | 29 |
| 28. Approve the online subscription for Teachers Pay Teachers for El Camino Real High School for use during spring and summer 2021. | 30 |
| 29. Approve the subscription agreement for 2021-22 with Mystery Science for all elementary schools in the Placentia-Yorba Linda Unified School District. | 31 |
| 30. Approve the software license agreement with eDynamic Learning, Inc. for the remainder of the 2020-21 school year through August 5, 2021. | 32 |
| 31. Approve the software license agreement with Instructure, Inc. for the 2021-22 school year. | 33 |
| 32. Approve a one-year data and assessment software license agreement with Illuminate Education from July 1, 2021, through June 30, 2022, per Client Order Q-114367. | 34 |
| 33. Approve the North Orange County Regional Occupation Program for Career Guidance Specialists Agreement for the 2021-22 school year. | 35 |
| 34. Approve the agreement with ParentPowered PBC for Ruby Drive Elementary from April 15, 2021, through March 15, 2022. | 36 |
| 35. Present Quarterly Uniform Complaint Report for the period of January 1 - March 31, 2021. | 37 |
| 36. Accept gifts as listed, such action being in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation. | 39 |
| 37. Approve the agreement with the National Center for Education Research and Technology (NCERT) for membership services for the 2021-22 school year. | 41 |

CONSENT CALENDAR (Continued)

38. Approve Raptor Technologies Visitor Management System Annual Access Fee Renewal effective June 1, 2021 through May 31, 2022. 42
39. Approve the agreement with California State University, Northridge for Speech-Language Pathology and Audiology Program from April 14, 2021 to January 1, 2024. 43
40. Approve the school district placement agreement with the University of Southern California, Rossier, from April 14, 2021 to June 30, 2024. 44
41. Approve the Memorandum of Agreement with University of Southern California, Suzanne Dworak-Peck School of Social Work from April 14, 2021 to April 13, 2024. 45
42. Approve the Clinical Rehabilitation Waiver for Stephanie Jewett. 46
43. Approve Classified Human Resources Report. 47
44. Approve Certificated Human Resources Report. 57

Approve the above listed recommendations.

Student Board Member Preferential Vote: Aye _____ Nay _____

Action _____ Motion _____
 Ayes _____ Noes _____ Second _____

GENERAL FUNCTIONS

1. Adopt Resolution No. 20-26 designating the week of May 9-15, 2021 as California Week of the Teacher. 68

Student Board Member Preferential Vote: Aye _____ Nay _____

Action _____ Motion _____
 Ayes _____ Noes _____ Second _____

2. Adopt Resolution No. 20-27 designating the week of May 16-22, 2021 as Classified School Employee Week. 70

Student Board Member Preferential Vote: Aye _____ Nay _____

Action _____ Motion _____
 Ayes _____ Noes _____ Second _____

3. Establish Board Policy 5128.6, *Requirements for A High School Diploma for Unique Student Groups (Promise Diploma)*, first reading. 72

Student Board Member Preferential Vote: Aye _____ Nay _____

Action _____ Motion _____
 Ayes _____ Noes _____ Second _____

CURRICULUM AND INSTRUCTION

Approve the adoption of the Twig Science curriculum for Grades Kindergarten to five for partial implementation by the previous pilot teachers in the 2021-22 school year and full implementation in the 2022-23 school year.

75

Student Board Member Preferential Vote:

Aye _____ Nay _____

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

BUSINESS AND FINANCIAL

1. Adopt Resolution No. 20-24 authorizing the issuance of Placentia-Yorba Linda Unified School District 2021 General Obligation Refunding Bonds.

77

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

2. Adopt Resolution No. 20-25 providing for the execution and delivery of the 2021 Refunding Certificates of Participation in the aggregate principal amount of not-to-exceed \$27,000,000 to prepay and defease the District's 2011 Certificates of Participation, and approving related documents and actions.

107

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

3. Approve agreement for Bond and Disclosure Counsel Services with Stradling Yocca Carlson & Rauth in connection with the General Obligation Refunding and Certificates of Participation proceedings.

114

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

4. Approve agreement for underwriting services with Piper Sandler & Co. in connection with the General Obligation Refunding and Certificates of Participation proceedings.

116

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

5. Certify AB1200/2756 report for the California School Employees Association, Placentia Chapter #293, as proposed.

117

Action _____

Motion _____

Ayes _____ Noes _____

Second _____

HUMAN RESOURCES

1. Sunshine the Association of Placentia Linda Educators certificated bargaining contract for the 2020-21 school year. 125

Action _____
 Ayes _____ Noes _____

Motion _____
 Second _____

2. Sunshine the Placentia-Yorba Linda Unified School District's certificated bargaining contract for the 2020-21 school year. 127

Action _____
 Ayes _____ Noes _____

Motion _____
 Second _____

3. Approve the Tentative Agreement between CSEA, Chapter #293, and the PYLUSD. 129

Action _____
 Ayes _____ Noes _____

Motion _____
 Second _____

BOARD DISCUSSION

The Board will be presented with information to support an ongoing discussion regarding electronic access to Board meetings.

COMMUNICATIONS AND BOARD REPORT

1. Communications: Documents addressed to Board members which relate to the district or public education and are submitted as official communications to the district.
2. Board Report: Board member discussion relative to conferences, workshops, meetings, school visitations and activities, and adjunct assignments, etc.

Any other topics will be discussed at the agenda item(s).

ADJOURNMENT

Time: _____

Student Board Member Preferential Vote:

Aye _____ Nay _____

Action _____
 Ayes _____ Noes _____

Motion _____
 Second _____

NEXT SCHEDULED MEETING

April 27, 2021 LCAP Review (5:00 p.m.)
 May 11, 2021

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

Minutes
Regular Meeting
Board of Education

6:01 p.m., Tuesday, March 9, 2021
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 was called by Mrs. Karin Freeman, President, in accordance with Executive Order N-29-20, Government Code Section 54950, et. seq., and Education Code Section 35140, et seq., at 6:01 p.m., Tuesday, March 9, 2021 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia.

CLOSED SESSION

Adjourned to Closed Session for the purpose of discussing matters expressly authorized by Government Code Sections 3549.1, 54956.8, 54956.95, 54957, and 54957.6 at 6:04 p.m.

REGULAR SESSION

Reconvened to Regular Session at 7:05 p.m.

REPORT OUT OF CLOSED SESSION

1. The Board took action to appoint Richard Dinh, Yorba Linda High School Principal, effective March 10, 2021.

Action: Carried

Motion: Mrs. Carrie Buck

Second: Mr. Shawn Youngblood

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood

Noes: None

Abstained: None

2. The Board took action to appoint Christopher Herzfeld, Valencia High School Principal, effective March 10, 2021.

Action: Carried

Motion: Mrs. Marilyn Anderson

Second: Mrs. Leandra Blades

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood

Noes: None

Abstained: None

3. The Board took action to appoint Dominique Polchow, Parkview Alternative Education Principal, effective July 1, 2021.

Action: Carried

Motion: Mrs. Carrie Buck

Second: Mr. Shawn Youngblood

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood

Noes: None

Abstained: None

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood
Noes: None
Abstained: None

PUBLIC COMMENT

Christine Perez addressed the Board regarding support for Bernardo Yorba Middle school teachers and programs.

Randi Simms addressed the Board regarding her appreciation of the great things going on Valadez MS Academy.

Allen Zakharian addressed the Board regarding teacher support during the pandemic.

Linda Manion addressed the Board regarding support for the hard-working, quality teachers in the PYLUSD.

Dwight Osborne addressed the Board regarding cybersecurity programs for his students.

Jeremy Kelly addressed the Board in support of educators.

Chris Palicke addressed the Board regarding opening schools and student safety.

Bill Brown addressed the Board regarding opening schools in full.

Heather Brown addressed the Board regarding a plan to reopen schools in full.

Shari Palicke addressed the Board regarding optional curriculum.

Ed Gun addressed the Board regarding opening schools in full.

Mrs. G. addressed the Board regarding it being time to take care of the students.

Deborah Myers addressed the Board in support of teachers.

Marquise Hawley addressed the Board in support of APLE and educators.

Jess Battaglia addressed the Board regarding opening schools in full.

Todd Harshbarger addressed the Board regarding transparency.

Sean Mackay addressed the Board regarding opening schools in full.

Andy Falco addressed the Board regarding opening schools and sports.

Amber Gribben addressed the Board regarding returning to school in full.

Julie Knutson addressed the Board regarding returning to school in full.

Judy Desjardin addressed the Board regarding opening schools and school safety.

Judy Peterson addressed the Board regarding concerns about prejudice in schools, community, and school board.

Laura Estanislau addressed the Board regarding reopening schools in full.

Kim Rousette addressed the Board regarding cutting elementary instruction hours.

Amy Swearingen addressed the Board regarding opening schools in full

Kristen Mortensen addressed the Board regarding opening schools in full.

Stephanie Dunnam addressed the Board regarding the cost of COVID for our teens.

Brent Dunnam addressed the Board regarding opening schools in full.

Martha Ledezma addressed the Board regarding opening schools full time.

Adrian Ledezma addressed the Board regarding opening schools full time.

Dalton Raheleau addressed the Board in support of a board member.

Dylan Ledezma addressed the Board regarding opening schools full time.

STUDENT BOARD REPORT

Student Board Member Jackson Hartman provided a report of the activities and events occurring at the district's high schools.

SUPERINTENDENT'S REPORT

Dr. Jim Elsasser opened his report by thanking all of the individuals attending tonight's meeting to share their varying experiences with Trustees and district staff. He noted that staff recognizes our community's desire for instructional models that would allow for all students to return to an increased, on-campus learning environment, if they choose. It is important to note that the district's current hybrid learning continues to adhere to guidance issued from the California Department of Public Health (CDPH) as well as the Orange County Health Care Agency (OCHCA). This includes physical distancing requirements which simply do not allow for full classrooms on PYLUSD campuses at this time.

With that being said, the district is actively exploring the expansion of in-person instructional models for students this spring as state and local officials provide updated guidance for schools, vaccines become more widely available, and COVID-19 transmission continues to decline within the county. As always, the district will communicate directly with our students, employees, families, and community as more information becomes available regarding any changes to the current hybrid instructional models.

Dr. Elsasser continued by honoring the amazing contributions of our people through our annual "You Are the Advantage, Employee of the Year Program." Each and every year, the district sets aside time to recognize three teachers, three classified employees, and three managers as a part of this cherished tradition. A video was played highlighting these employees and their contributions to our district and students. Each recipient received an award plaque from the district along with a \$500 gift card from SchoolsFirst Credit Union that day. We are appreciative of SchoolsFirst's continued support of our employees and school district. In closing, we would like to thank all of our Employee of the Year nominees for the work they do every day to prepare each and every PYLUSD student for success now and in the future. They are truly the "Advantage!"

STAFF PRESENTATION

- Dr. Linda Adamson, Assistant Superintendent of Educational Services, joined by the Educational Services team members, gave a data presentation that highlights PYLUSD students' current performance with a specific focus on student grades by student groups. The Educational Services Team discussed the findings that reveal trends along with identified interventions and supports to address areas of need during hybrid learning.

CONSENT CALENDAR

1. Approved/ratified purchase orders in the following amounts: (2020/2021) – General Fund (0101), \$1,354,337.78; Child Development Fund (1212), \$2,313.51; Cafeteria Fund (1313), \$93.53; Capital Facilities Fund (2525), \$443,855.88; Capital Facilities Agency Fund (2545), \$45,507.79.
2. Approved warrant listings in the following amounts: Check No. 233832 through 234452; current year expenditures (January 24, 2021 through February 2, 2021) \$8,127,881.13; and payroll registers 7A, \$11,832,054.33, 7B, \$4,345,677.34.
3. Accepted as complete the project(s) listed and authorized filing Notice(s) of Completion. (See attached.)
4. Declared the property surplus, approved disposal of the items by public auction, and approved disposal of any items not acceptable for auction by the most economical means.

CONSENT CALENDAR (Continued)

5. Approved the Consultant Services Agreement(s) – Maintenance and Facilities – as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
6. Awarded Bid No. 221-02 for the 500 Building HVAC Replacement Project at Bernardo Yorba Middle School and awarded contract to United Mechanical Contractors.
7. Approved contract renewal per Unit Bid No. 219-06 for carpet installation services with I&B Flooring, Inc., effective July 1, 2021 through June 30, 2022.
8. Approved Amendment No. 9 to renew the license agreement for storage and field office space located at 4999 Casa Loma Avenue, Yorba Linda, CA 92886 with Wicketts International Plumbing Contractors, effective April 1, 2021 to March 31, 2022.
9. Approved Independent Contractor(s) Agreement – Business Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
10. Approved renewal of the agreement with Fieldman, Rolapp & Associates for financial advisor services, effective July 1, 2021 through June 30, 2022.
11. Approved agreement renewal for the integrated point-of-sale system and website management with Education Management Systems, effective July 1, 2021 through June 30, 2022.
12. Approved the electronic funds transfer agreement to utilize K-12 Payment Center software with Education Management Systems for the 2021-22 school year.
13. Approved the agreement to conduct public auctions with General Auction Company, effective July 1, 2021 through June 30, 2022.
14. Approved renewal of the annual Amazon Business Prime Membership for the Placentia-Yorba Linda Unified School District through April 30, 2022.
15. Approved renewal of the annual membership to Costco Wholesale for the Placentia-Yorba Linda Unified School District through April 30, 2022.
16. Approved contract renewal for the removal and processing of e-waste with Recycle International, effective July 1, 2021 through June 30, 2022.
17. Approved contract renewal for flexible spending account services with American Fidelity Assurance Company, effective October 1, 2021 through September 30, 2022.
18. Approved contract renewal for mandated medical services with MedPost Urgent Care, effective July 1, 2021 through June 30, 2022.
19. Approved contract renewal for onsite testing services with Mobile Screening Solutions, Inc., effective July 1, 2021 through June 30, 2022.
20. Authorized Myers-Stevens & Toohey & Co., Inc. to provide parents the opportunity to purchase student accident insurance, effective July 1, 2021 through June 30, 2022.
21. Approved the consulting services agreement for an actuarial evaluation of the District's Workers' Compensation Program with Perr & Knight as of March 31, 2021.

CONSENT CALENDAR (Continued)

22. Awarded RFP No. 2021-01 to provide E-Rate eligible network switches to Curvature in the amount of \$200,000 and for access points to CDW-G in the amount of \$450,000, effective March 10, 2021 to June 30, 2022.
23. Approved renewal of contract for SPAB transportation services to Certified Transportation Services, Inc. and Santa Barbara Transportation Corp, dba Student Transportation of America, effective July 1, 2021 through June 30, 2022.
24. Approved/ratified Independent Contractor Agreements – Educational Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
25. Ratified authority to settle the special education settlement agreement in the amount of \$12,000 for Student Identification No. 1654.
26. Ratified the memorandum of understanding between Minaret Academy and Placentia-Yorba Linda Unified School District from March 1, 2021, through June 30, 2021.
27. Approved the AVID Excel agreement for the AVID College Readiness for Long-Term English Learners from July 1, 2021, through June 30, 2022.
28. Approved the AVID Implementation Agreement for the AVID College Readiness System from July 1, 2021, through June 30, 2022.
29. Approved the amendment to the agreement with California College Guidance Initiative to provide CaliforniaColleges.edu and related services, extending the annual term date from June 30, 2021, through June 30, 2022.
30. Approved the agreement with the Orange County Department of Education for student referral to the ACCESS program from June 28, 2021, through August 13, 2021.
31. Ratified the memorandum of understanding with California State University, Fullerton, Kids to College virtual program for Topaz and Ruby Drive Elementary schools.
32. Ratified the agreement with the Dreams for Schools Virtual Programs for the winter and spring 2021 with Parkview School.
33. Accepted gifts as listed, such action being in compliance with Education Code Section 41032, and directed the Superintendent to send letters of appreciation. (See attached.)
34. Approved the agreement with School Innovations & Achievement, Inc. from July 1, 2021 through June 30, 2024.
35. Approved the student teaching agreement with California State University, San Diego, from July 1, 2021 to June 30, 2024.
36. Approved the Experiential Education Partnership Agreement with Maricopa County Community College District from March 10, 2021 to March 9, 2024.
37. Approved the Clinical Rehabilitation Waiver for Stephanie Dang.
38. Approved the Clinical Rehabilitation Waiver for Louie Zamora.

39. Approved Classified Human Resources Report. (See attached.)

40. Approved Certificated Human Resources Report. (See attached.)

Preferential Student Board Member vote: Aye

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood
Noes: None
Abstained: None

Approved plan to provide educational services to all expelled students in Placentia-Yorba Linda Unified School District as a component of the 2021-2024 Orange County Plan for Expulsion developed by the Orange County Superintendent of Schools. (See attached.)

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood
Noes: None
Abstained: None

Approved the service agreement with Paper Company, Inc. to add Grades 3-5 in the 2020-21 school year and extended the agreement to the 2021-22 school year for Grades 3-12 in the Placentia-Yorba Linda Unified School District.

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood
Noes: None
Abstained: None

BUSINESS AND FINANCIAL

Approved the 2020-21 Second Interim Report with a positive certification. A positive certification indicates that based upon current projections, the District will meet its financial obligations for the current fiscal year and subsequent two fiscal years. (See attached.)

Action: Carried

Motion: Mrs. Leandra Blades

Second: Mr. Shawn Youngblood

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood

Noes: None

Abstained: None

BOARD DISCUSSION

Discussion was held by the Board regarding broadcasting Board meetings. Board members had questions about the cost, closed captioning, adding tracers, and translation issues. Staff was asked to research and report their findings at the next Board meeting.

COMMUNICATIONS

None

BOARD REPORT

Mr. Shawn Youngblood stated that he was honored to be given tours at several local schools including Tuffree, Parkview, and El Dorado. He joined the other Board members and the superintendent for a professional development workshop. Mr. Youngblood commented how nice it was as a new member of the Board to discuss the duties of the Board with his peers and get a feel for all the job entails. In closing, he congratulated the Employee of the Year recipients for their great accomplishments and looks forward to seeing more fun things.

Mrs. Marilyn Anderson shared that in addition to visiting Melrose, Ruby Drive, Topaz, Rio Vista elementary schools, and Valadez Middle School, she also visited our two remote drop offs for lunch distribution and was appreciative of the district's ability to meet the needs of our families. She offered congratulations to all of the Employee of the Year recipients and thanked them for a job well done in difficult times. Mrs. Anderson congratulated all of the students who participated and won top honors in the Academic Decathlon as well as Yorba Linda Middle School student Mariah Sharma for being named *Math Counts* future engineer with honors. She shared how grateful she was for the mobile clinic at Valadez offering the COVID-19 vaccine to those in the La Jolla community. Mrs. Anderson was happy to share about two items that promote transparency. One is that the board backup information is being provided on our district website along with the board agenda. The other is that now there is a resolution folder under school board on the district website, so you can see the resolutions that have passed and have quick access to them. In conclusion, she understands that parents are concerned about their students and appreciates everyone providing input. We are in challenging times and are doing our best to get back to normal within state guidelines.

Mrs. Carrie Buck opened by commending Trustee Anderson for being able to visit so many schools. She shared that she attend several OCSBA and CSBA webinars including an informative one on the Brown Act and one on redistricting. She also listened to an informative webinar on SB 68, school reopening bill, and what it means. Mrs. Buck will participate in the Legislative Action Week coming up and will meet with legislators who represent our area on how they can support us in the things that

BOARD REPORT (Continued)

we need. She had the opportunity to talk to doctoral students at Cal State Fullerton about what school boards do and will be participating in early childhood discussions. Lastly, she reported that she heard that the City of Placentia plans to open a community center near Tri-City park area which could affect Parkview.

Mrs. Leandra Blades thanked everyone who came out to speak this evening. She had the opportunity to meet with mental health advocates. She is continuing to read and reflect about equity and shared some statistics and a few stories about what the community and stakeholders have been saying. Her catch phrase is helping “every student, every day, to thrive.” Mrs. Blades thanked teachers and all school employees for a level of organizational resilience that amazes her and makes her proud. She has the utmost respect for teachers. Many have shared that they are ready for the next step and she proposes a call to action to come together and open our schools from Preppy K to twelfth grade immediately. Once again, she thanked everyone for attending and standing up for the kids.

Mrs. Karin Freeman echoed congratulations to all our Employees of the Year for their outstanding contributions. She agreed that the Board professional development workshop was a great opportunity to get to know each other and get familiar with things going on in the district. Mrs. Freeman mentioned the mobile clinic both at the District and Valadez and is happy the Board passed the agreement that is now in place. As part of that, she complimented everyone, especially Michelle DeHaven and our nurses, for the skills and determination that went into making the clinic successful and creating an atmosphere of optimism.

ADJOURNMENT

Time: 10:35 p.m.

President Karin Freeman adjourned the March 9, 2021 Board of Education Meeting at 10:35 p.m.

Preferential Student Board Member vote: Aye

Action: Carried

Motion: Mrs. Carrie Buck

Second: Mrs. Leandra Blades

Ayes: Karin Freeman, Carrie Buck, Marilyn Anderson, Leandra Blades, Shawn Youngblood

Noes: None

NEXT SCHEDULED MEETING

April 13, 2021

April 27, 2021 LCAP Review (5:00 p.m.)

NOTICES OF COMPLETION

P.O. Number	Contractor	Project
P82C0455	Johnson Landscapes	Yorba Linda High School Bid No. 217-06 Replace landscape per Landscape Maintenance Assessment District Agreement with City of Yorba Linda
P82V0108	Shade Structures, Inc.	Tuffree Middle School Bid No. 1819-11 Provide and install shade structure for additional outdoor learning space due to COVID-19
P82C0521	Universal Asphalt Co., Inc.	Yorba Linda High School Bid No. 219-08 Furnish and install fifteen speed bumps, slurry seal, and re-stripe parking lot off Fairmont Blvd.

CONSULTANT SERVICES AGREEMENT(S) - MAINTENANCE AND FACILITIES

1. CSI: California School Inspections Approve the Consultant Services Agreement to provide Facility Inspection Tool (FIT) and Playground Safety Inspection, contract period March 10, 2021 through December 31, 2021.

General Fund (0101) Routine Restricted Maintenance \$29,100
2. Nigro & Nigro Approve the Consultant Services Agreement for the required Proposition 51 audits for the Valencia High School (Science and Orchestra Classrooms, Auditorium Modernization, and Auditorium HVAC) and Travis Ranch School (HVAC Upgrade). The contract period is March 10, 2021 through December 31, 2021.

General Fund (0101) Facilities Fund \$34,500

INDEPENDENT CONTRACTOR AGREEMENT(S) - BUSINESS SERVICES

- Monjaras & Wismeyer Group, Inc. Approve Independent Contract Agreement to provide ergonomic consulting, evaluation, and services to Risk Management and Human Resources for the 2021-22 school year.

Insurance Workers' Comp Fund (6768)

\$15,000

INDEPENDENT CONTRACTOR AGREEMENTS - EDUCATIONAL SERVICES

1. Dreams for Schools
Provider of training and classroom instruction for coding services as part of the After School Education and Safety (ASES) program for students at Rio Vista, Ruby Drive, Topaz, and Tynes Elementary Schools, April 19, 2021 - May 28, 2021; budgeted After School Education and Safety (ASES) grant funds, NTE: \$13,700.
2. HIN Experience, LLC
Presenter of virtual grade-level positive behavior student assemblies for Linda Vista Elementary School, April 9, 2021 - June 10, 2021; budgeted low-performing student block grant funds, NTE: \$1,000.
3. Nina Meireding, MS JD
Provider of negotiation and mediation training for staff, April 9, 2021 - June 30, 2021; budgeted special education categorical funds, NTE: \$18,000.
4. Karen O. Natoci
Provider of virtual training services for special education speech language pathologists (SLPs) and teachers, March 9, 2021 - June 30, 2021; budgeted special education funds, NTE: \$2,500.
5. Ultra Fun Run
Provider of services for virtual jog-a-thon for Wagner Elementary School, March 10, 2021 - June 1, 2021; no cost to the district.
6. Hollar Speech and Language
Provider of speech assessment services for special education students, February 15, 2021 - June 30, 2021; budgeted special education funds, NTE: \$3,500.
7. Houlihan, Patricia K.
Provider of Deafblind Intervener/Specialized Consultant services for George Key student from February 15, 2021 - June 30, 2021; budgeted special education funds, NTE \$3,500.
8. JLM Psychological Services, Inc.
Provider of psychological assessment services for special education students, February 15, 2021 - June 30, 2021; budgeted special education funds, NTE: \$6,500.
9. Lynch Ambulance
Provider of medical services monitoring COVID-19 vaccines to patients, February 13, 2021 - June 30, 2021; budgeted learning loss funds, NTE: \$150 per hour.
10. Tasha Arneson dba TRC4Success
Provider of wraparound counseling services for special education students, February 5, 2021 - June 30, 2021; budgeted special education funds, NTE: \$15,000.
11. Ultra Fun Run
Provider of services for virtual jog-a-thon for Glenknoll Elementary School, February 22, 2021 - June 1, 2021; no cost to the district.

GIFTS

1. Check for \$50.00 from Mr. and Mrs. Grosse to be used for science materials and supplies for El Dorado High School.
2. Check for \$100.00 from Schweitzer Engineering Laboratories to be used for STEM lab materials and supplies for Fairmont Elementary School.
3. Check for \$1,000.00 from California Foundation to be used for student literacy materials and supplies for Fairmont Elementary School.
4. Check for \$200.00 from The Blackbaud Giving Fund to be used for materials and supplies for Travis Ranch School.
5. Check for \$500.00 from Lynn and Craig Childress to be used for materials and supplies for Travis Ranch School.
6. Checks totaling \$1,431.54 from Van Buren PTA to be used for recess equipment for Van Buren Elementary School.

CLASSIFIED HUMAN RESOURCES REPORT

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Tammy Brubaker	SPED Aide II	George Key	02/26/21
Enrique Cano	Instructional Aide	Elementary PE	02/26/21
Destiny Conwi	Elem Lib/Media Tech	Rio Vista	02/26/21
Mallorie Ducazu	Child Care Tchr I	Rose Drive	02/19/21
Arthur Garcia	SPED Aide II	Mabel Paine	03/12/21
David Gutierrez	SPED Aide I	Valencia	02/09/21
Barbara Kang-Finnegan	SPED Aide I	Rio Vista	03/05/21
Jonathan Lodahl	SPED Aide II	YLMS	02/26/21
Joana Marquez-Lara	Child Care Teacher I	Wagner	02/16/21
Catherine McAndrew	Child Care Teacher I	Sierra Vista	02/12/21
Samuel Noiija	SPED Aide II	El Dorado	02/11/21
Grace Pa	Comp Instr Specialist	Lakeview	02/03/21
Kristy Reil	SPED Aide II	Wagner	02/25/21
Brenda Savedra	Secretary II	Ed Services	02/15/21
Helen West	Comp Instr Spec	Rio Vista	03/08/21

<u>Medical Layoff</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Pedro Rivera	Bus Driver	Transportation	02/06/21

<u>Deceased</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Peter Perez	Instructional Aide Music	Valencia	02/05/21

Leave of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Heidi Allen	SPED Aide II	Travis Ranch	FMLA	02/17/21-02/28/21
Cynthia Bergo	SPED Aide II	Venture Acdmy	Discretionary	02/15/21-03/12/21
Amy Chang	SPED Aide I	Travis Ranch	Educational	03/01/21-05/14/21
Heather Cook	Elem Lib/Media Tech	Travis Ranch	FMLA	02/02/21-03/20/21
Heather Cook	Elem Lib/Media Tech	Travis Ranch	Discretionary	03/21/21-05/04/21
Edna DeLeon	SPED Aide II	Topaz	Educational	03/01/21-05/14/21
Anna Jacob	Noon Duty Spvsr	Rose Drive	Discretionary	01/27/21-03/21/21
Zenobia Kadhon	SPED Aide II	George Key	Discretionary	03/02/21-03/12/21
Amanda Monteverde	SPED Aide III	YLHS	Educational	03/01/21-05/14/21

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Trinidad Robles	Bus Driver	Heavy Equip Mech	02/02/21
Yessenia Torres	Bil Sr Clerk	Bil Clerk	02/01/21

Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Jessica Loya	Nutr Svs Worker	Satellite Kitch Lead	01/19/21-03/15/21

<u>Employ</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Stacy Calderon	SPED Aide II	Wagner	01/28/21
Zachary Casas	SPED Aide I	Esperanza	02/09/21
Abundio Garcia	Night Custodian	Glenknoll	01/28/21
Dominic Lawrence	SPED Aide I	El Dorado	02/11/21
Priscilla Leichter	Academy Tutor	Expanded Lrng	01/29/21
Aimee Lopez	Conf. Clerk	Human Resources	03/01/21-06/30/21
Jessica Loya	Nutr Svs Worker	Nutrition Svs	01/19/21

<u>Employ (cont'd)</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Lea Lubinski	SPED Aide III	Fairmont	01/21/21
Shevawn Maule	SPED Aide II	Lakeview	02/22/21
Janessa Nuttall	SPED Aide II	Van Buren	02/16/21
Melanie Piercy	SPED Aide II	YLMS	02/18/21
Kirsten Presson	SPED Aide I	Woodsboro	02/01/21
Jennifer Reed	Health Clerk	Health Svs	02/02/21
Yadira Rodriguez	SPED Aide II	Lakeview	02/22/21
Cynthia Shepard	Bus Attendant	Transportation	01/11/21
Rachel Sims	SPED Aide II Spec	George Key	02/16/21
Athena Sizoo	SPED Aide I	Esperanza	02/01/21
McKenzie Thurman	SPED Aide II	El Dorado	02/11/21
McKencie Turman	SPED Aide II	El Dorado	02/11/21
Matthew Vega	SPED Aide II	Mabel Paine	02/01/21
Henry Villagrana	Heavy Equip Mech	Transportation	02/22/21
Katelin Welch	SPED Aide I	Ruby Drive	02/02/21

<u>Substitutes</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Kelly Barr-Hansen	Clerk I	Glenknoll	01/25/21-06/17/21
Noah Campbell	Health Clerk	Health Svs	02/03/21-06/18/21
Veronica Castillo	Clerk I	Topaz	02/16/21-06/18/21
Mauro Cervantes	Custodian	Custodial Svs	02/09/21-06/30/21
Annabella Chang	Clerk I	Topaz	02/16/21-06/18/21
Rebecca Cruz	SPED Aide I, II, III	SPED	09/01/20-06/18/21
Myrna Cuevas	Academy Tutor	Expanded Lrng	02/01/21-06/17/21
Yessica DePorter	Interpreter	SPED	02/01/21-02/15/21
Catrina Eazell	SPED Aide I, II	SPED	09/01/20-06/18/21
Gladys Fetter	Lead Academy Tutor	Tynes	02/16/21-06/17/21
Lisa Friedman	Clerk I	Topaz	02/16/21-06/18/21
Anarosa Gomez	Bil School Secretary	Topaz	02/11/21-06/18/21
Sara Gonzalez	Health Clerk	Health Svs	02/03/21-06/18/21
Gina Jackson	SPED Aide I, II	SPED	02/16/21-06/18/21
Michael Lilly	Custodian	Custodial	02/01/21-06/30/21
Alejandro Marquez	Lib Media Tech	Ed Services	02/03/21-06/30/21
Alejandro Marquez	SPED Aide I, II	SPED	01/15/21-06/18/21
Brooke Mercado	SPED Aide I, II	SPED	01/20/21-06/18/21
Heather Murphy	Receptionist	Human Resources	02/12/21-06/30/21
Cade Nicholl	SPED Aide I, II	SPED	02/01/21-06/18/21
Kirsten Presson	SPED Aide I, II	SPED	01/20/21-06/18/21
Karyn Qsar	Clerk I	Glenknoll	01/25/21-06/17/21
Karyn Qsar	Clerk I, Secretary	Bryant Ranch	01/28/21-06/30/21
Jose Ramirez	Lib/Media Tech	Ed Services	02/19/21-06/30/21
Jennifer Randall	Secretary II	BVVA	09/01/20-06/17/21
Caroline Sewell	Clerk I	Kraemer	02/09/21-06/17/21
Suzanne Smith	Clerk III	Kraemer	02/01/21-06/17/21
Jenna Takamoto	Health Clerk	Health Svs	02/03/21-06/18/21
Elizabeth Woodling	Receptionist	Human Resources	02/12/21-06/30/21

<u>Short Term</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Lindsey Aguilar	6	First Aid Training	George Key	01/11/21-03/15/21
Anissa Alcaraz	96	Student Support	Tynes	01/11/21-03/05/21
Joshua Amparan	50	Student Support	Wagner	02/09/21-06/18/21
Judith Andrisano	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Magdalena Avalos	100	Student Bus Support	SPED	01/04/21-06/25/21

<u>Short Term (Cont'd)</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Diana Ayala-Saavedra	110	AVID Tutoring	Valencia	02/02/21-06/17/21
Odalys Barahona	65	Student Support	El Dorado	01/19/21-04/30/21
Elizabeth Bruner	24	AVID Tutoring	El Dorado	01/16/21-03/15/21
Sandra Cabrera Gomez	100	Student Bus Support	SPED	01/04/21-06/25/21
Noah Campbell	250	Health Clerk	Health Svs	01/01/21-06/18/21
Lauren Castro	150	AVID Tutoring	Ed Services	02/01/21-05/28/21
Mauro Cervantes	56	Custodian Training	Custodial Svs	02/09/21-02/28/21
Annabella Chang	4	Clerical Training	BYMS	01/29/21-01/29/21
Clifford Cooper	100	Student Bus Support	SPED	01/04/21-06/25/21
Darlene DeLeon	8	AVID Training	Ed Services	02/16/21-04/15/21
Darlene DeLeon	28	AVID Tutoring	Kraemer	01/25/21-03/12/21
Sheri Dettloff	250	Health Clerk	Health Svs	01/01/21-06/18/21
Delaina Dunn	100	Student Bus Support	SPED	01/04/21-06/25/21
Catrina Eazell	150	ELPAC Testing	Ed Services	02/01/21-05/28/21
Adriana Ferrari	250	Health Clerk	Health Svs	01/01/21-06/18/21
Lisa Friedman	45	Book Distribution	YLHS	01/04/21-06/18/21
Pamela Gagnon	40	Student Support	Tuffree	02/09/21-06/18/21
Pamela Gagnon	100	Student Bus Support	SPED	01/04/21-06/25/21
Anarosa Gomez	150	ELPAC Prep	Ed Services	01/27/21-05/28/21
Camille Gonzalez	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Sara Gonzalez	250	Health Clerk	Health Svs	01/01/21-06/18/21
Kathy Gregory	1	Student Supvsn	Mabel Paine	11/30/20-06/17/21
Rachel Guerra	100	Student Bus Support	SPED	01/04/21-06/25/21
Fabiola Guerra	35	Student Support	Tynes	12/07/20-03/26/21
Stacey Harrell	60	Materials Distribution	Woodsboro	01/04/21-06/17/21
Andrew Hernandez	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Andrew Hernandez	1	Student Bus Support	SPED	12/07/20-12/18/20
Karla Hernandez	150	AVID Tutoring	Ed Services	02/03/21-05/28/21
Sonia Herrington	6	First Aid Training	George Key	01/11/21-03/15/21
Katie Ibrahim	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Julie Imai	4	Clerical Training	BYMS	01/29/21-01/29/21
Zenobia Kadhon	6	First Aid Training	George Key	01/11/21-03/15/21
Fei Kanoholani	2	Translation Svs	Fairmont	02/01/21-05/28/21
Joanna Keating Velasco	6	First Aid Training	George Key	01/11/21-03/15/21
Kristin Kile	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Priscilla Leichter	40	Student Supervision	Expanded Lrng	01/29/21-06/17/21
Robert Lemos	150	Warehouse Support	Warehouse	02/01/21-04/30/21
Traci Leuck	1	Student Supvsn	Mabel Paine	11/30/20-06/17/21
Michael Lilly	48	Custodial Training	Custodial Svs	02/01/21-02/09/21
Evniki Lister	10	Student Bus Support	SPED	02/08/21-06/18/21
Yusa Liu	150	Speech Support	SPED	02/02/21-06/18/21
Kevin Lopez	120	AVID Tutoring	Kraemer	01/16/21-03/15/21
Frank Manriquez	98	Student Support	Esperanza	02/01/21-03/26/21
Alejandro Marquez	100	Student Bus Support	SPED	01/04/21-06/25/21
Ana Martinez	72	AVID Tutoring	Tuffree	02/16/21-06/17/21
Beatriz Marroquin	150	ELPAC Prep	Ed Services	01/27/21-05/28/21
Ana Martinez	8	AVID Training	Ed Services	02/16/21-04/15/21
Robin McCormick	250	Health Clerk	Health Svs	01/01/21-06/18/21
Lorely Meza	250	Health Clerk	Health Svs	01/01/21-06/18/21
Janessa Nutall	100	Student Bus Support	SPED	01/04/21-06/25/21
Bianca Pasillas	100	Student Bus Support	SPED	01/04/21-06/25/21
Judy Patino	4	Translation Svs	BYMS	02/19/21-06/18/21
Sonia Perez	100	Student Bus Support	SPED	01/04/21-06/25/21

<u>Short Term (Cont'd)</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Elisabeth Pilgrim	250	Health Clerk	Health Svs	01/01/21-06/18/21
Nicole Polasky	176	ELPAC Testing	Ed Services	02/01/21-05/28/21
Thomas Pulido	8	AVID Training	Ed Services	02/16/21-04/15/21
Thomas Pulido	40	AVID Tutoring	Esperanza	02/10/21-06/11/21
Caitlyn Rayburn	100	Student Bus Support	SPED	01/04/21-06/25/21
Jennifer Reed	1	Student Supvsn	Mabel Paine	11/30/20-06/17/21
Elizabeth Rivera	100	Student Bus Support	SPED	01/04/21-06/25/21
Andrea Rivera	120	AVID Tutoring	Kraemer	01/16/21-03/15/21
Janet Rizo	115	AVID Tutoring	Valencia	01/11/21-06/17/21
Janet Rizo	40	AVID Tutoring	YLMS	02/04/21-06/17/21
Amanda Rodriguez	40	AVID Tutoring	YLMS	02/11/21-06/17/21
Amanda Rodriguez	8	AVID Training	Ed Services	02/16/21-04/15/21
Amanda Rodriguez	70	AVID Tutoring	Valencia	02/10/21-06/17/21
Joseph Rojas Granja	5	Student Support	El Dorado	01/19/21-04/30/21
Akane Sanchez	16	AVID Tutoring	El Dorado	01/16/21-03/15/21
Martina Sandoval	150	ELPAC Testing	Ed Services	01/27/21-05/28/21
Miguel Sandoval	80	AVID Tutoring	El Dorado	01/18/21-06/11/21
Darlene Schrieber	90	Materials Distribution	Woodsboro	01/04/21-06/17/21
Letha Selby	100	Student Bus Support	SPED	01/04/21-06/25/21
Michelle Sellers	100	Student Bus Support	SPED	01/04/21-06/25/21
Janice Simmons	250	Health Clerk	Health Svs	01/01/21-06/18/21
Tosha Spencer	100	Student Bus Support	SPED	01/04/21-06/25/21
Michelle Spoonhower	6	First Aid Training	George Key	01/11/21-03/15/21
Danae Tagaloa	65	Student Support	El Dorado	01/19/21-04/30/21
Amy Takamoto	250	Health Clerk	Health Svs	01/01/21-06/18/21
Jenna Takamoto	250	Health Clerk	Health Svs	01/01/21-06/18/21
Jenna Takamoto	12	Health Clerk Training	Health Svs	02/03/21-03/31/21
Anna Liza Tannehill	100	Student Bus Support	SPED	01/04/21-06/25/21
Ramiro Vitela	100	Student Bus Support	SPED	01/04/21-06/25/21
Austin Weber	63	Student Support	Alternative Ed	01/25/21-06/01/21
Lucy Wheaton	100	Student Bus Support	SPED	01/04/21-06/25/21
Michelle Yurina	6	First Aid Training	George Key	01/11/21-03/15/21
Yanming Zhang	6	First Aid Training	George Key	01/11/21-03/15/21

District Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Bradley Ambriz	Football	El Dorado	\$1000	12/14/20-03/12/21
Karlyn Arcienega	Girls Water Polo	YLHS	\$2557	01/27/21-03/19/21
Vidal Arista	Cross Country	YLHS	\$3069	12/26/20-03/05/21
Griffin Barnes	Baseball	Esperanza	\$2812	03/19/21-05/28/21
Donald Chadez	Track & Field	Esperanza	\$2812	03/20/21-05/29/21
Galen Diaz	Boys Swim	Esperanza	\$3580	03/13/21-05/22/21
Kyle Enos	Track & Field	Esperanza	\$2812	03/20/21-05/29/21
Lincoln Faletoi	Football	El Dorado	\$2557	12/14/20-03/12/21
Mauricio Gomez Lopez	Academic Coach	Valencia	\$1046	02/01/21-06/17/21
Daniel Hart	Girls Volleyball	YLHS	\$1279	12/19/20-02/20/21
Christian Holiday	Wrestling	Esperanza	\$3580	03/05/21-05/15/21
Jessica Kaer	Girls Water Polo	YLHS	\$3069	12/19/20-02/20/21
Carl Matthews	Boys Water Polo	YLHS	\$3069	12/21/20-02/20/21
Allysa Maurer	Colorguard	YLMS	\$2148	01/11/21-06/17/21
Joey Montalvo	Girls Soccer	Valencia	\$2557	12/01/20-02/28/21
Jacob Newport	Lacrosse	Esperanza	\$3581	03/12/21-05/22/21
Ryan Nichols	Football	El Dorado	\$1000	12/14/20-03/12/21

District Funded Co-Curricular Assignments (Cont'd)

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Annette Nielson	Girls Swim	Esperanza	\$3580	03/13/21-05/22/21
Alejandra Nunez	Girls Soccer	Valencia	\$3580	12/01/20-02/28/21
William Ray	Football	YLHS	\$3324	12/14/20-03/01/21
Jason Secoda	Baseball	Esperanza	\$3836	03/19/21-05/28/21
Edward Tunstall	Softball	Esperanza	\$3836	03/19/21-05/22/21

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Tucker Amidon	Boys Lacrosse	YLHS	\$1000	12/26/20-02/26/21
Jason Bittner	Dance	Esperanza	\$1450	01/04/21-06/25/21
Eugene Day	Track	YLHS	\$2812	10/01/20-12/18/20
Brandon Day	Baseball	Esperanza	\$750	12/01/20-02/28/21
Fred DePalma	Football	YLHS	\$3000	12/14/20-03/01/21
Aimee Gallagher	Vocal	TRMS	\$3980	02/01/21-06/17/21
Tanner Hauptert	Boys Lacrosse	El Dorado	\$800	09/01/20-01/31/21
Khrystine Lopez	JV Cheer	El Dorado	\$459	01/07/21-06/30/21
David Lowry	Colorguard	Kraemer	\$2249	11/01/20-06/17/21
Justin McHale	Baseball	Esperanza	\$750	12/01/20-02/28/21
Jacob Newport	Lacrosse	Esperanza	\$1526	12/01/20-02/28/21
Margaret Reddick	Pepsters	YLHS	\$3600	02/01/21-06/17/21
Grace Redmond	Colorguard	BYMS	\$3055	02/01/21-06/18/21
Grace Redmond	Colorguard	BYMS	\$1295	12/01/20-01/29/21
Richard Shube	Pepsters	YLHS	\$3600	02/01/21-06/17/21
Chang Yue	Orchestra	Esperanza	\$600	01/04/21-06/25/21

School Psychologist Interns, NTE \$7500, 8/13/20-06/10/21

Alec Burrola
 Madalyn Jackson-Sullivan
 Rachel Krupsky
 Paulina Villalobos
 Lizeth Moreira
 Angel Gonzalez
 Yesenia Lopez

Child Care Program: Child Care Teacher I and Short-term Support Staff: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs/Day., All Sites; Eff 07/01/20-06/30/21

Employee
 Susan Gaglia
 Zakkai Geisick
 Zakir Jalali
 Taylor Mendez

Noon Duty Supervisor; Substitute Noon Duty Supervisor; Short-term/Training: NTE 250 Hrs; 08/27/20-06/18/21

<u>Employee</u>	<u>Site</u>
Angelica Lara	Morse
Traci Leuck	Mabel Paine
Lilliana Ochoa	Ed Services
Maria Pelaez	Rose Drive
Christopher Rivera	Ed Services

CERTIFICATED HUMAN RESOURCES REPORTRetirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Debra Ayala	Golden	Teacher	06/19/21
Elizabeth Brooks	Rio Vista	Teacher	06/19/21
Karen Brown	Woodsboro	Teacher	06/19/21
Theresa Hindman	El Dorado	Teacher	06/19/21
Deborah Myers	Glenknoll	Teacher	06/19/21
Anita Schuber	Fairmont	Teacher	06/19/21
Patricia Simmons	Morse	Teacher	02/04/21

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Cindy Carrasco	Ruby Drive	Teacher	06/12/20
Jon-Michael Cho	Mabel Paine	Teacher	06/18/21
Marie Cimborra	Rose Drive	Speech/Lang Spec	06/18/21
Katyanne Downing	Lakeview	Teacher	02/26/21
Sara Johnson	YLMS	Teacher	06/18/21
Evelyn Solarczyk-Riyhani	YLMS	Teacher	06/18/21
Timothy Vrooman	El Dorado	Teacher	06/18/21

Change of Status

<u>Employee</u>	<u>Site</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Rosemarie Demonte	Exec Svs	Nurse, 100%	Nurse, 89%	02/19/21
Erika Mayer	Tuffree	Teacher, 86%	Teacher, 100%	08/27/20

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Jon-Michael Cho	Teacher	Mabel Paine	Medical	03/02/21-03/09/21
Rachael Collins	Teacher	Kraemer	PDL/Child Bonding	02/22/21-06/18/21
Stacy Farkas	Teacher	Melrose	Medical	02/22/21-06/18/21
Hillary Finnegan	Speech Therapist	Travis MS	PDL/Child Bonding	03/11/21-06/18/21
Erin Kilbarger	Teacher	Glenknoll	Medical	02/28/21-03/31/21
Katelyn Leiva	Teacher	Morse	PDL/Child Bonding	02/03/21-05/17/21
Katelyn Long	Teacher	Travis Ranch	PDL/Child Bonding	03/18/21-06/18/21
Susan McCormack-Metcalf	Teacher	YLHS	Medical	02/11/21-02/23/21
Kimberly Montoya	Speech Therapist	El Dorado	Medical	02/16/21-04/15/21
Mavis Nam	Teacher	YLHS	Unpaid Leave	02/26/21-06/18/21
Genevieve Olson	Teacher	Lakeview	Medical	02/11/21-03/12/21
Elizabeth Solyom	Teacher	Glenview	Medical	02/22/21-03/01/21

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Effective</u>
Stephanie Root	Elementary	Morse	Temp	02/05/21
Amy Woodrum	Special Education	George Key	Temp	12/01/21
Jane Yoon	Foreign Language	YLHS	Temp	01/19/21

Assignment Authorization

<u>Employee</u>	<u>Site</u>	<u>Subject</u>	<u>Education Code</u>
Daniel Ortega	Valencia HS	Athletics	44258.7(b)

Extra Periods

<u>Employee</u>	<u>Site</u>	<u>Subject</u>	<u>Increase Contract</u>	<u>Effective</u>
Brady Bilhartz	Valencia	Science Olympiad	1/6(shared by 5)	02/01/21-06/18/21
Donald Bladow	El Dorado	Credit Recovery	1/6	02/01/21-06/18/21
Richard Cadra	YLHS	Credit Recovery	1/6	02/01/21-06/18/21
Linda Crossno	Valencia	Science Olympiad	1/6(shared by 5)	02/01/21-06/18/21
Linda Leonard	Valencia	Science Olympiad	1/6(shared by 5)	02/01/21-06/18/21
Gabrielle Stephenson	YLHS	Credit Recovery	1/6	02/01/21-06/18/21
Gregory Walls	YLHS	Science Olympiad	1/6	02/01/21-06/18/21
James Womack	Valencia	Science Olympiad	1/6(shared by 5)	02/01/21-06/18/21
Joselyn Young	Valencia	Science Olympiad	1/6(shared by 5)	02/01/21-06/18/21

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Tamara Beeuwsaert	Ed Svs	Admin Support	Per Diem	30/Day	01/19/21-03/01/21
Zoe Bonfield	Fairmont	ELD Instruction	\$27	30	01/11/21-06/17/21
Sunshine Cavaluzzi	El Dorado	Prof Development	\$25	40	02/01/21-06/11/21
Jaclyn Chavez	YLHS	Algebra Exam	\$25	2	01/29/21-02/26/21
John Deacy	Golden	Staff Development	\$25	20	01/04/21-01/29/21
Chris Herzfeld	Valencia	Admin Support	Per Diem	45/Day	02/02/21-04/02/21
Nicole Hopp	Van Buren	Sub Support	\$25	95	02/01/21-06/18/21
Tami LaMagna	Woodsboro	Morning Duty	\$25	90	01/13/21-06/17/21
Shan Lawson	El Dorado	OC PE Mtg	\$25	3	02/22/21-02/22/21
Lia Marentes	Spec Ed	Assessment Support	Per Diem	1	12/04/20-03/01/21
Kristin Mc Donald	Golden	Admin Support	Per Diem	30/Day	01/08/21-02/19/21
Brian Nguyen	Golden	After School Prg	\$27	48	01/11/21-02/26/21
		Prep	\$25	8	
Leanabeth Plunkett	Ed Svs	Kinder Assessment	\$27	14	01/04/21-02/28/21
Lauren Simmons	Ed Svs	Alg 2 Sem 2 Pacing	\$25	2	01/25/21-06/11/21
Kamelia Slankard	Spec Ed	Assessment Support	\$25	150	01/04/21-06/17/21
Leonard Takahashi	Valencia	Testing Support	\$25	50	02/15/21-06/18/21
Heather Trueman	Valencia	Algebra Exam	\$25	2	01/29/21-02/26/21
Keri Walters	Esperanza	OC PE Mtg	\$25	3	02/22/21-02/22/21

Educational Services, Alg 1 Sem 2 Pacing, \$25/Hr., NTE 2 Hrs., 01/25/21-06/11/21

Melissa Chavez

Susan Rotkosky

Educational Services, CAASPP Coordinator, \$25/Hr., 01/29/21-06/11/21

<u>Employee</u>	<u>NTE Hours</u>
Jackie Deano	8
Erin Kilbarger	8

Educational Services, CTE Teacher Network, \$25/Hr., NTE 1 Hr., 12/01/20-06/30/21

Rod Boaz

Brian Johnson

Susan Sawyer

Grace Stanton

Mark Switzer

Educational Services, Directing Change Coordination, \$25/Hr., NTE 37 Hrs., 02/09/21-06/18/21

<u>Employee</u>	<u>Site</u>
Susan Sawyer	Esperanza
Mark Switzer	El Dorado

Educational Services, Hourly ELD/RTI Instruction, \$27/Hr., 02/01/21-05/31/21

<u>Employee</u>	<u>NTE Hours</u>	<u>Site</u>
Liliana Reyes	350	Tynes
Jennifer Kanell	350	Tynes

Educational Services, Facilitate Student Study Team Process and Training, \$25/Hr., NTE 25 Hrs., 08/27/20-06/18/21

Caitlin McMaster
April Treece

Educational Services, Living Earth Leadership, \$25/Hr., NTE 5 Hrs., 02/09/21-06/11/21

Brady Bilhartz
Britney Brown
Sharon Farrell
Lisa Gersbacher
Jesse Gomez
Leina Howard
Kressler Nguyen-Valdez
Kathryn Oberle

Educational Services, Physical Education Leadership Network Professional Dev., \$25/Hr., NTE 3 Hrs., 02/22/21

Brian Shay
Dianne Torres

Educational Services, Preppy K Assessments, \$27/Hr., NTE 15 Hrs., 02/15/21-06/30/21

Kandice Ames
Angelina Avila-Perez
Lisette Garcia

Educational Services, Science Pilot Prof Dev., \$25/Hr., NTE 2 Hrs., 02/03/21

Cari Briggs
Holly Carpenter
Jeffrey Christiansen
Katie Cortes
Marie Dodson
Ashlee Duncan
Rachael Gallagher
Ann Marie Libo-On
Sage Newman
Stephen Trapp
Terrance Wroblewski

Educational Services, State Mandated 2021 ELPAC Testing, \$25/Hr., NTE 150 Hrs., 02/05/21-05/28/21

Gail Spear
Debra Storing

Glenview, Data Team Mtg/PLC's, \$25/Hr., NTE 11 Hrs., 09/01/20-06/17/21

Antonia Finn
 Michelle Flenniken
 Toby Foster
 James Novek
 Norma Perez
 Molly Skane
 Grace Sohn
 Elizabeth Solyom
 Kimberly Wisnia
 Laura Yeamen
 Vanessa Zamorategui

Travis Ranch MS, After School Development, \$25/Hr., NTE 8 Hrs., 01/04/21-06/10/21

Lisa Amini-Hanlon
 Matthew Sitar
 Emily Taylor

Travis Ranch MS, GATE Parent Night, \$25/Hr., NTE 1 Hr., 02/16/21

David Gillette
 Amie Newberry
 Eric Plunkett

Wagner, EL Student Support, \$27/Hr., NTE 11 Hrs., 01/29/21-06/11/21

Stacy Hoffman
 Carrie Pipkin
 Diane Seitz
 Madeleine Silva

Yorba Linda MS, Department Lead Planning, \$25/Hr., NTE 10 Hrs., 02/09/21-06/18/21

Leslie Alexander
 Nicole Davison
 Jacqueline Jenkins
 Jeremy Kelly
 William Lin
 Noelle Martinson
 Jessica Morrison
 Minerva Pedrola
 Lyndsey Smith
 Steven Steichen

Stipends

<u>Employee</u>	<u>Site</u>	<u>Duty</u>	<u>NTE Amount</u>	<u>Effective</u>
Jessie Norris	Spec Ed	ASHA Certificate	\$750	08/27/20-06/18/21
Kim Voge	Buena Vista	Admin Designee	\$1790	10/01/20-06/18/21

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Jon Aed	YLHS	Football	\$4296	12/14/20-03/12/21
Jeff Bailey	YLHS	Hd Football	\$5575	12/14/20-03/12/21
Rebecca Bonet	Valencia	Science Olympiad	\$1074	02/01/21-06/18/21
Gary Bowers	YLHS	Football	\$3324	12/14/20-03/01/21

District Funded Co-Curricular Assignments (Cont'd)

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Allison Burns	Valencia	Hd Girls Basketball	\$3580	12/01/20-02/28/21
Carlos Castellanos	Esperanza	Hd Track & Field	\$3836	03/20/21-05/29/21
Jaclyn Chavez	YLHS	Hd Girls Volleyball	\$4296	12/19/20-02/20/21
Melissa Chavez	El Dorado	Hd Girls Golf	\$3069	03/20/21-05/29/21
Harry Dolen	Esperanza	Track & Field	\$2812	03/20/21-05/29/21
John Domen	YLHS	Football	\$3324	12/14/20-03/01/21
Wayne Elmore	Esperanza	Boys Golf	\$2557	03/20/21-05/28/21
Barrett Gardner	Valencia	Hd Boys Soccer	\$4552	12/01/20-02/28/21
Leina Howard	Valencia	Science Olympiad	\$248	02/01/21-06/18/21
John King	Esperanza	Hd Girls Soccer	\$3580	02/27/21-05/08/21
Linda Leonard	Valencia	Science Olympiad	\$536	02/01/21-06/18/21
Sergio Narez	Valencia	Science Olympiad	\$495	02/01/21-06/18/21
Pat O'Donnell	El Dorado	Girls Golf	\$2557	03/20/21-05/29/21
David Quintero	Valencia	Hd Boys Wrestling	\$3830	12/01/20-02/28/21
Thomas Storing	YLHS	Football	\$3324	12/14/20-03/01/21
Leonard Takahashi	Valencia	Boys Soccer	\$2557	12/01/20-02/28/21
Brian Wolf	El Dorado	Football	\$972	12/14/20-02/12/21

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Brian Fortenbaugh	YLHS	Football	\$200	12/14/20-03/01/21
Nick Gerasimou	YLHS	Football	\$500	12/14/20-03/01/21
Rolfe Nasr	El Dorado	Girls Golf	\$1500	03/20/21-05/29/21
Michael Schreiber	YLHS	Hd Boys Lacrosse	\$1500	12/26/20-02/27/21

Substitute Teachers, 2020-2021 SY

Darcy Calvillo
 Wayne Denunzio
 Ashley Does
 Kimberlee Evelo
 Glen Fain
 Kate Gibson
 David Gutierrez
 Tiffany Irvine
 Mckenzie Jackson
 Janice Krohn
 Krista Kugler
 Clarisse Linao
 Attie Lundrum
 Elizabeth Nguyen
 David Pederson
 Rene Peralta
 Camille Piccinino
 Diana Power
 Denise Rousseau
 Victoria Serrano
 Gail Spear
 David Spindler

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2021-2024

General Provisions

As required by Education Code section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-22, 2022-23 and 2023-24. The current plan has been adopted by the governing board of each school district in Orange County and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a county community school pursuant to subdivision (c) of Education Code Section 1981, or a juvenile court school, as described in Section 48645.1, or a community day school pursuant to Article 3, (commencing with Section 48660 of Chapter 4 of Part 27 of the Education Code

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense (E.C. section 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, local control accountability plans and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

Educational Alternatives for Expelled Students

The governing board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].

5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

A specific referral to a district community day school or county community school is made by the school district with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education ACCESS program.

Charter School Requirements and Expulsion

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal subject to the requirements of Education Code Section 47605(c)(5)(J). They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy, although by regulation petitioners must demonstrate familiarity with these provisions. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion.

A student who is expelled from a charter school may return to the school district of residence. As set forth in Education Code Section 47605(e)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Once the school district has documentation of the expulsion order, the provisions of Education Code sections 48915.1 and 48915.2 to determine whether or not the pupil may enroll in a district school or must be referred to a county community school or district community day school (EC section 48915.2).

Expelled Students Who Commit Subsequent Violation(s)

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code section 48900 and following, the student may be referred to another district alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education ACCESS program, the student will be placed at another community school site within the Access Areas or transferred to another Access Area operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

Expelled Students Who Fail District Community Day School

An expelled student who fails his/her placement in a district community day school program may be placed in one of the following options:

- Other existing district educational alternatives.
- Orange County Department of Education, ACCESS program or a program operated by the Orange County Department of Education Division of Special Education Services.
- Non-Public School (NPS) placements for students with disabilities may be considered by school districts if the IEP team determines an NPS is appropriate.

Special Education Students

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code section 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, special education local plan area (SELPA), or county-operated programs.

- If the district refers an expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education may provide special education services in accordance with the student's IEP.
- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing a Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA local plan.
- The Orange County Department of Education may also provide an interim alternative educational setting while a school district locates an educational placement for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

Orange County Department of Education Options

Orange County Department of Education Options

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), a Western Association of Schools and Colleges-accredited (WASC) program, and the Division of Special Education Services. The Orange County Department of Education's mission is to ensure that all students are equipped with the competencies they need to thrive

in the 21st Century. In addition, ACCESS's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code section 48900. The Orange County Department of Education also works with Orange County school districts to provide information and data in support of local control accountability plan goals and priorities, including but not limited to pupil engagement, school climate and pupil outcomes.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 45 sites contained within 7 Areas located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning/independent study programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning/independent study programs require students to complete a minimum of 20 hours per week of educational product. For students with disabilities, this would be considered and discussed at an IEP meeting.
- Parent directed home instruction independent study programs through the Community Home Education Program (CHEP) serving students in transitional kindergarten (TK) through grade 8 and Pacific Coast High School, a University of California (UC) approved and National Collegiate Athletic Association-accredited program serving students in grades 9-12. For students with disabilities this would be considered and discussed during an IEP meeting.

Referral Process to the Orange County Department of Education Alternative Community Correctional Education Schools and Services (ACCESS)

ACCESS Administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Administrators as well as district Student Attendance Review Board members provide an avenue for district and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the Access Areas listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the district rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion. A Supplemental Referral Form and a Return to District Form were developed with the support of District Student Services Administrator's feedback in order to improve communication. Districts will use the "Supplemental Referral Form" to highlight unique needs of students, interventions in place, and rehabilitation plans for students. When returning to the district of residence, ACCESS will use the Return to District form to communicate student progress on the district rehabilitation plan as well as share important contact information in the case that questions may arise.

ACCESS and the Orange County school districts have resolved the difficulty for students returning to their district of residence following their expulsion period in regard to completing the required courses prior to graduation, which was a Gap in Service in the previous triennial countywide plan 2018-2021.

ACCESS and school district programs have implemented online programs that provide "a-g" approved courses as well as credit recovery options and electives, including career technical education. These programs have expanded the options available to expelled and returning students seeking to satisfy the "a-g" requirements or other college-preparatory courses. ACCESS continues to provide professional development to teachers to effectively utilize their on-line program. In addition, Pacific Coast High School (Administrative Area 5) offers a full range of college-preparatory courses satisfying the "a-g" requirements. *GradPoint*, the online course option with "a-g" approved courses utilized by ACCESS, satisfies the subject requirements for admission into the University of California and California State University Systems.

ACCESS Administrative Areas

AREA	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Area 1 - South County	15872 Harbor Blvd. Fountain Valley, CA 92708	(714) 245-6535 (714) 966-1685 fax	Ken Ko KKo@ocde.us
Area 2 - Mid-County	505 N. Euclid St., Ste. 500 Anaheim, CA 92801	(714) 245-6795 (714) 781-5891 fax	Chris Alfieri CAlfieri@ocde.us
Area 3 - North County	1277 S. Lyon St., Suite 501 Santa Ana, CA 92705	(714) 245-6680 (714) 731-7269 fax	Vern Burton VBurton@ocde.us
Area 4 - Juvenile Court Schools*	331 City Drive South Orange, CA 92868	(714) 935-7651 (714) 935-6339 fax	Kirk Anderson KAnderson3@ocde.us
Area 5 - Pacific Coast High School, Community Home Educational Program (CHEP), Skyview	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 (714) 508-0215 fax	Machele Kilgore MKilgore@ocde.us

Area 6 – Sunburst Academy	4022 Saratoga Ave., Bldg. 25 Los Alamitos, CA 92702	(714) 796-8780 (714) 662-8770 fax	Dinah Ismail DIsmail@ocde.us
Area 7 – College and Career Preparatory Academy	1669 E. Wilshire Ave., Suite 605 Santa Ana, CA 92705	(714) 796-8795 (714) 547-8674	Dave Connor DConner@ocde.us

**Juvenile Court Institutions/Juvenile Court Schools Placement are made through the Juvenile Justice Department*

ACCESS Student Services

DEPARTMENT/OFFICE	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Student Support Services and Special Education	1715 E. Wilshire Ave., Suite 706 Santa Ana, CA 92705	(714) 647-2596 (714) 796-8811 fax	Lynn Garrett LynnGarrett@ocde.us
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Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps

Previously identified gaps have been examined and considerable improvement has been made through a collaborative process between the 27 Orange County School Districts and the Orange County Department of Education. The 27 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

Service Gap 1: Expelled Students in Grades K-5

While there are several California Education Code sections that prohibit the expulsion of students in lower grades for various offenses, a student in grade K-3 can be expelled for commission of any of the other offenses. Specifically, Ed. Code section 48900(k) prohibits the expulsion of any student for disruption/defiance and Ed Code 48900.2 prohibits the expulsion of a student in K-3 for sexual harassment. Ed Code 48900.3 (hate violence) and 48900.4 (harassment, threats, or intimidation) pertain only to students in grades 4-12. As identified mainly by elementary school and smaller districts, students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place elementary school students who are expelled, especially at the K-4 level. The number of community day schools at the elementary school grade level is very limited.

Progress from 2018

A common practice for students expelled in grades K-5 is for the school district to suspend the expulsion order and refer the student to another school within the district. School districts also may collaborate with each other to facilitate enrollment of an expelled elementary school student into a school in a different school district, when appropriate. School districts continue to have the option of referring expelled students to Skyview Elementary and Middle School, an Orange County Department of Education ACCESS program serving grades K-8. Skyview is a community elementary/middle school program designed to meet the needs of all at-risk children and offers community support programs for both the students and their families.

Ongoing Strategies for Addressing This Gap

Students in grades K-5 who are expelled, may be served through the following school district or Orange County Department of Education alternative education programs:

- Transfers within the home district which may include district community day school.
- Skyview Elementary and Middle School, located in the city of Orange, is operated by the OCDE ACCESS program and serves students in grades K-8.
- Students in grade 5, on a case-by-case basis, may be referred to other ACCESS school sites depending upon class composition at the time of referral.

The Orange County Department of Education continues to review the ongoing need for an elementary level regionalized community school program to serve elementary-aged students who may be expelled from their school district. Over the past five years, the number of expulsions for Orange County students in grades K-6, as reported to *DataQuest*, are as follows:

Year	K-3	4-6
2014-15	0	7
2015-16	0	7
2016-17	0	10
2017-18	0	9
2018-19	0	9

Orange County school districts continue to support one another and offer alternative placement options whenever possible, taking students who were expelled for non-mandatory expellable offenses especially in larger districts with community day school options or special classrooms on their sites. School districts are also expanding interventions through a Multi-Tiered System of Support framework with evidence-based programs such as Positive Behavior Intervention and Supports, Restorative Practice, Mindfulness Practice, Trauma-Informed Care Perspective and Resources, and Social and Emotional Learning resulting in reduction of expulsions at the elementary grade level. In addition, the tiered interventions and strategies of the Student Attendance Review Team (SART) and Student Attendance Review Board (SARB) processes are being implemented as preventative/early warning measures to reduce the number of suspensions and expulsion through a strength-based approach focusing on students' behavior (academic, attendance, social-emotional) challenges and family support.

Challenges to Addressing This Gap

- The location of the Skyview Elementary and Middle School site in proximity to the district of residence may pose a challenge to student attendance.
- In order to attend Skyview or other schools in neighboring school districts, students may require transportation. However, neither the districts or ACCESS provide transportation which is a challenge for some students to attend schools outside of the boundaries of the district of residence.
- The low number of elementary students in grades K-5 who need alternative placements due to expulsions continue to make it impractical and cost-inhibitive to sustain operation of multiple school sites and programs throughout the county.

Service Gap 2: Limited Special Education Placements in ACCESS

The Orange County Department of Education is committed to expanded program options for students with exceptional needs that have been expelled from school district programs. As identified through communications with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been

developed in some school districts as well as the OCDE Special Schools program. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When a student's unique needs cannot be accommodated through existing OCDE program alternatives, the district of residence will continue to facilitate placement to meet the unique needs of individual students through district and non-public agency/non-public school (NPS) placements.

Progress from 2018

Orange County School Districts have continued to expand efforts to provide services to students within their attendance area reducing the need for referrals to ACCESS and the OCDE Special Schools program. The Orange County School Districts and OCDE will provide ongoing monitoring of the need for additional Special Education services for expelled students. The ACCESS program is prepared to respond to increased demands as conditions warrant in the future.

Programs for Students with intensive Mental Health needs:

- ACCESS has been able to expand the number of licensed mental health clinicians over the past several years. This has allowed for increased support during the school day while students are on campus. Continued expansion of programs for students with intensive mental health and behavioral needs is contingent upon the location of school sites that can accommodate such programs and sufficient enrollment to maintain such programs. Additional training in various behavior management strategies for both general education and special education teachers can support the increased needs of students being enrolled with mental health and behavioral needs.

Programs to Expand Continued Services for Special Education Students:

- Expanding program options for special education students continue to be evaluated through OCDE, Orange County SELPA Directors and Orange County School Districts.

ACCESS will continue to utilize its Director of Student Services as well as Special Education Administrative Liaisons/Coordinators to facilitate participation in district IEP team meetings when a referral for an expelled student is made to ACCESS. In addition, ACCESS has continued to increase its special education staff including a focus to address the increased mental health needs for students with disabilities. ACCESS is able to provide intensive counseling services by licensed mental health professionals who have been trained in Trauma Informed Care and Restorative Practice. Small group therapy programs have also been developed to address issues that impact social functioning within the classroom and community, such as social skills, anger management and various coping skill strategies.

All ACCESS mental health clinicians will continue to receive training in the most current research-based training in various therapeutic therapies to address the changing needs of our students.

Ongoing Strategies for Addressing This Gap

School districts continue to create, expand, and have success with community day school programs for expelled students with special needs as an option to county operated and non-public school placements. ACCESS provides an inclusive educational setting with students mainstreamed into general educational programs. Placement at non-public schools (NPS) continues to be an option for school districts as well. In addition, districts are utilizing various flexible scheduling opportunities along with alternative education options to meet IEP goals, provide related services, and fulfill the requirements of the rehabilitation plan.

Challenges to Addressing This Gap

- Establishing a regionalized program in an alternative school setting that can be operated and maintained based on an unpredictable number of student referrals as well as transportation barriers pose ongoing challenges. These challenges impact the sustainability of regionalized special education programs operated by OCDE. Although some school districts have expressed a need for a self-contained special day class (SDC) for students with emotional and/or behavior disorders, this has not been sustainable for OCDE due to the minimal number of students being referred. Challenges to addressing Service Gap #1 may also have been a contributing factor to the limited number of referrals for establishing such a program.
- One area of continued concern expressed by some school districts is the ability of the ACCESS program to provide a Free Appropriate Public Education (FAPE) given its inclusive practices and independent study model. Based on the smaller class sizes in ACCESS and the individualized instructional model through contracted learning, the structure of the school day differs from a traditional school schedule and often requires modification of the IEP.
- Another area of concern has been the combined programming of middle school and high school programs. There is a desire to provide separate classes/programs for middle school students to better address their unique developmental and social-emotional needs, however the low numbers of referrals/enrollment of middle school students make it difficult to maintain separate programs.

Service Gap 3: Rehabilitation Failures

Based on a recent survey of Orange County School Districts, concerns about students failing to satisfy school district rehabilitation plans during the expulsion period were expressed in combination with general concerns about student transition as they reenter the district. On occasion, students do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, such students are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

Progress from 2018

Over the past three years, OCDE has continued discussions with the Orange County School Districts to identify systematic approaches to facilitate the regular transfer of the rehabilitation plan upon referral of an expelled student, as well as identify community resources available to support students in meeting their district rehabilitation plan requirements.

Regional Administrative Areas help to promote communication between the districts and the county community schools, and ACCESS directors, coordinators, principals and assistant principals attend county Student Services meetings to facilitate ongoing communication. In addition, the ACCESS Student Attendance Review Board (SARB) process has been coordinated more efficiently and ACCESS utilizes one of its staff members in truancy court to make sure students attend school and are connected to community resources.

Ongoing Strategies for Addressing This Gap

Districts will be asked to provide ACCESS a copy of the rehabilitation plan when referring an expelled student. ACCESS staff will review the rehabilitation plan with the student and, as appropriate, the student's parents, and will assist the student in completing his/her plan requirements. Orange County School Districts and ACCESS have implemented the use of a supplemental referral form when students are referred to an ACCESS program. This form includes specific information about a student's needs as well as progress and action items needed to complete the rehabilitation plan requirements. School staff will continue to monitor student achievement toward rehabilitation plan requirements throughout the term of expulsion while educational services are provided by ACCESS or private agencies. For students struggling to meet rehabilitation plan requirements, the student consultation team process may be considered to provide additional support. Continued, two-way communication and collaboration with school district personnel will continue to be a priority. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district. When returning to the district, ACCESS staff will continue to use the Student Transition form to communicate information on student's completion of the rehabilitation plan.

Districts have expanded their programs and services to support expelled students by hiring additional staff and assigning specific duties to staff to monitor the completion of the student's rehabilitation plan and to communicate/collaborate with ACCESS and other programs. In addition, to meet the academic needs of the students and to ensure that they acquire the necessary credits to meet the graduation requirements, districts have expanded their instructional programs to include enhanced Summer School and after-school programs, district online instruction, and tutoring support for expelled students. Furthermore, upon re-entry to the district, students will continue to be closely monitored and supported by school staff through the creation of a behavior contract, needs assessment survey, and the opportunity for alternative placement at a different school site within the district.

OCDE will continue to explore with districts how to utilize and expand existing collaborations to ensure student success with completion of the rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student rehabilitation plans.

Challenges to Addressing This Gap

- A challenge continues to be communication between the districts and ACCESS in ensuring that the district's rehabilitation plan is completed by the student. In some cases, districts do not directly share the student's rehabilitation plan with ACCESS in a timely manner or at all, thus leaving this task to parents and students to provide.
- There continues to be a need to identify additional intervention services for students to meet the specific requirements of their rehabilitation plans especially when involving mental health services.

Service Gap 4: Mental Health Services

Orange County School Districts are seeing an increased need for mental health services and a shortage of affordable and accessible options for students.

Progress from 2018

The Orange County Department of Education will continue to work to promote school and community partnerships and professional development to address the mental health needs of students. The development of Local Control Accountability Plans gives greater attention to the mental health needs of students and the county office will assist districts as they strive to find ways to address the social emotional needs of their students and support the “whole child.” This is one of OCDE’s strategic initiatives articulated in its 2016 -2019 Strategic Plan. OCDE, which heads the California SUMS (Scale Up Multi-Tiered System of Support) initiative, continues to provide technical assistance to many Orange County School Districts in the areas of Academic, Behavioral, and Social and Emotional support. OCDE continues to share-out local resources through network meetings and listservs. The ACCESS program will continue to work with districts to identify and assist expelled students who have mental health needs and whose family needs resources to care for the whole child. To this end, ACCESS has a number of mental health clinicians. ACCESS will continue to provide more intensive counseling services by licensed mental health professionals who have been trained in **Trauma Informed Care** and Restorative Practice. In addition, ACCESS mental health clinicians are trained in **Trauma Focused Therapy**. The Orange County SELPAs, school districts and OCDE continue to assess any gaps resulting from changes in the funding structures to ensure the availability of appropriate mental health services for both general education and special education students expelled from school.

Ongoing Strategies for Addressing this Gap

OCDE was awarded the **Mental Health Student Services Act (MHSSA) Grant** in partnership with OCHCA through August 31, 2024, with the purpose to strengthen mental health partnerships between county mental health or behavioral health departments, community-based organizations, and Orange County school districts in order to increase access to mental health services and remove barriers to better serve our students and families in their mental health needs. Expected outcomes related specifically to serving and supporting expelled students are as follow:

- Improve timely access to accessing services.
- Reduce barriers to needed services.
- Increase linkages to mental health services for districts.
- Increase training on mental health topics to educators, administrators, parents/families, and students.
- Improve awareness and understanding of mental health topics and knowledge of how to navigate services.
- Reduce negative student outcomes (e.g., chronic sadness, thoughts of suicide, suicide rates, chronic absenteeism, school failure, etc.).

To accomplish these goals as a Community of Practice, the grant provides funding for seven (7) Regional Mental Health Coordinators (RMHC).

To decrease the student to mental health staff ratio and increase students’ access to services, districts have continued to hire more counselors, therapists, psychologists, social workers, clinicians/specialists, administrators/coordinators and increase the number of partnerships with community agencies to expand student access to mental health services, crisis response services, and special education services. Some

districts have shifted the duties and responsibilities of existing staff to include mental health support services and community coordination/partnerships for mental health services for students. Districts have placed particular focus on at-risk students, low socio-economic students, Homeless and Foster Youth, LGBTQIA students, and students with irregular school attendance.

Furthermore, districts have participated in Trauma-Informed Care and Education, Trauma Focused Therapy, Social-Emotional Learning (SEL) competencies and Diversity, Equity, and Inclusion (DEI) trainings provided by OCDE in addition to contracting with community agencies to provide similar training to counselors and teacher/staff training within the district. OCDE and Orange County school districts will continue to collaborate about the districts' needs for additional student mental health training and technical assistance with implementing behavior supports and strategies. To implement Positive Behavior Intervention and Supports (PBIS) strategies schoolwide, some districts have established School Climate Lead Teachers and Teams at each school site to enhance the collaboration and coordination of the multi-tiered framework of support.

Challenges to Addressing This Gap

- The distribution of community mental health resources and services, specifically mentorship services, are not equitably dispersed or available throughout the communities within the Orange County school districts.

<p style="text-align: center;">COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS</p>
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Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when other means of correction have not been successful. Districts engage in a number of preventive and proactive strategies including but not limited to the following:

- Adult Mentoring of Students
- After School Programs
- After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
- Alternate Suspension Classrooms (ATS)
- Annual Notice of Parent Rights and Responsibilities
- Anti-bullying Programs

- Any of the alternatives described in Section 48900.6 related to community service
- Athletic Drug Testing
- Automated Telephone Notifications
- Behavior Skills Group
- Brief Intervention Counseling (Substance Abuse Counseling)
- Canine Solutions for Contraband Canine School visits
- Character Counts
- Check-in, Check-out
- Classroom Management training for administrators and teachers
- Clifton Strengths Finder
- Come Walk In My Shoes (abilities awareness)
- Community Partnership
- Conferences between school personnel, the pupil's parent or guardian, and the pupil.
- Conflict Mediators/Conflict Resolution Services
- Coordinated Approach to Children's Health (CATCH)
- Crisis Response Network (CRN)
- Enrollment in programs for teaching prosocial behavior or anger management
- Every 15 Minute Program
- Friday Night Live
- Gang Resistance Intervention Partnership (GRIP)
- Grad Night Activities
- Homework Clubs
- In-school Suspensions
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Kindness Assemblies
- Link Crew
- Mindfulness practice/implementation of Mindful Mondays
- Multi-Tiered System of Support Framework (MTSS Continuum of Support)
- Online Classes and Credit Recovery Opportunities
- Other Means of Correction (OMC) and early intervention training for administrators and teachers
- Parent Meetings and Information Nights
- Peace Week (Anti-bullying week)

- Peer Assistance League (PAL)
- Peer Court
- Police Cadet Programs
- Positive Behavior Intervention and Supports
- Random Acts of Kindness
- Red Ribbon Week
- Referrals for comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- Restorative Practices
- Safety Task Force
- Saturday School
- School-based Trauma-Informed Care Perspective and Resources training for school personnel
- School Attendance Review Board (SARB)
- School Attendance Review Team (SART)
- School counseling website with online counseling for self- and peer-referral services
- School Signs and Notices
- Social Emotional Learning (SEL) Curriculum vetted CASEL such as Second Step and Sanford Harmony
- Stanford Tobacco Prevention Toolkit
- Student Behavior Contracts
- Student Clubs and Organizations
- Student Safety Plans
- Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents
- Successful Mind for School, Work, and Life
- Text-A-Tip
- Thrively (as an interests/strengths assessment and career explorer curriculum)
- TUPE/DATE activities
- Tutoring
- Universal Design for Learning

- Violence Prevention Curricula
- Violence Prevention Education Services
- WEB (Where Everybody Belongs)

Additional proactive and preventative strategies to address student disciplinary incidences in light of Distance and Hybrid Learning:

- Care and Support Hotlines to share need-based district and community resources
- Distance Learning for credit recovery for students to meet the academic objectives of the Rehabilitation Plan
- District virtual calming rooms with multifaceted approaches to reduce stress, improve mood, and assist with academic functioning by addressing social emotional barriers
- Online Needs Surveys for staff, students and families
- Teletherapy or phone sessions for social-emotional support and stress reduction for students
- Virtual small group counseling sessions for students

**PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL
EXPELLED STUDENTS IN PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT**

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-2022, 2022-2023, and 2023-2024. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Placentia-Yorba Linda Unified School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

The District policies related to Expulsion are BP 5114.3 and AR 5114.3.

Placentia-Yorba Linda Unified School District Prevention Activities

As indicated in the Orange County Expulsion plan, the options available to Placentia-Yorba Linda Unified School District after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].

4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].
6. Expulsion with referral to a Non-public school, if Special Education services cannot be met at ACCESS, and the IEP team determines that it is the appropriate placement.
In lieu of expulsion considerations will be given when safety and/or other means of correction are deemed warranted.

Actual referral to a district alternative suspension/expulsion classroom or county community school is made by the PLACENTIA YORBA LINDA UNIFIED School District governing board with recommendations from the Site Guidance Team, School Attendance Review Board (SARB), or District Student Study Team. District activities relating to the prevention of suspensions and expulsions are outlined in the following chart:

Title of Activity	Description of Activity	Grade Level
Alternative to Suspension Class	District class for students to access instruction and provide restorative practices and social emotional instructional intervention	9-12
Other Means of Correction Class	On-site suspension alternative with guidance counseling	9-12
GEAR UP elective	Intervention program for at-risk students to work on life skills and college and career readiness	7-12
HOUSE Program	Transitional program for at-risk students	9
Positive Behavioral Support (PBIS)	Districtwide behavior management program	TK-12
Student Study Teams	School site teams determine interventions and resolutions for at-risk students	TK-12
Restorative Practices	Strategies which help students to take action to apologize and recompense for misbehavior	TK-12
Behavior Assemblies	Explanation of school rules and policies to students	TK-12
Freshman Focus	Cluster freshmen to lessen unease regarding transition to high school	9
Attendance Programs	Incentives to encourage regular attendance	TK-12
School Attendance Review Team	School Site level team that addresses issues and offers support for students who are chronically absent	TK-12
School Attendance Review Board (SARB)	District board including collaborative partners from social services, law enforcement, district attorney's office, OCDE and community partners. Intervenes when students have attendance issues.	K-12
Site Guidance Meetings	Family meeting to address behavior infractions with school site and district staff	K-12
SOAR	Middle School program for connecting students to school and teaching social skills	7-8
Red Ribbon Week	School activities to prevent substance abuse	TK-12
GOALS	Afterschool program promoting health, athletics and positive behavior	7-8
ASES	Afterschool program which gives students positive afterschool time and tutoring	3-6

School Counseling Intervention	Individual or group counseling support by district counselors and psychologists	K-12
Outreach Concern Counseling Services	Contracted agency counselors work with students and their families on academic, social and emotional issues	K-6
Parent Notification and Rights	Start of the year communication regarding policies and code of conduct expected of students	TK-12
Parent University	Parent classes are offered throughout the school year in areas such as Parenting Support, Student Safety, Cybersafety to provide information and resources to parents to help them support their children in achieving academic and personal success.	TK-12

RESOURCES/REFERENCES PAGE--

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100]

(Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 65001]

(Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 27. PUPILS [48000 - 49703]

(Part 27 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 6. Pupil Rights and Responsibilities [48900 - 49051]

(Chapter 6 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 1. Suspension or Expulsion [48900 - 48927]

(Article 1 repealed and added by Stats. 1983, Ch. 498, Sec. 91.)

48926.

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

(Added by Stats. 1995, Ch. 974, Sec. 8. Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937.)

Program Summary: [Program Summary - Countywide Plans for Expelled Students \(CA Dept of Education\)](#)
[Countywide Plans for Expelled Students - Educational Options \(CA Dept of Education\)](#)

2021 Countywide Plans for Provision of Educational Services to Expelled Students: [Countywide Plans for Expelled Students - SSPI Tony Thurman](#)

<u>Placentia-Yorba Linda Unified School District</u>				
<u>2020-21 Second Interim Report</u>				
<u>Summary of Facts and Assumptions</u>				
<u>Assumptions</u>		<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
COLA		0.00%	3.84%	1.28%
Local Revenue (Taxes)		\$143,005,995	\$143,005,995	143,005,995
EPA Entitlement Percentage		36.47%	36.47%	36.47%
Enrollment*		24,085	23,765	23,565
Unduplicated Count		11,384	10,032	9,948
Unduplicated 3-Year Average Percentage		42.26%	43.04%	44.03%
ADA Percentage		N/A	96.50%	96.50%
ADA				
Grade K-3		6,797.55	6,483.12	6,428.38
Grade 4-6		5,383.29	5,134.33	5,090.99
Grade 7-8		3,699.03	3,528.12	3,498.36
Grade 9-12		8,101.20	7,726.86	7,661.69
TOTAL		23,981.07	22,872.43	22,679.42
ADA for County Office of Education (COE) Programs		556.34	556.34	556.34
Total District ADA Including COE Programs		24,537.41	23,428.77	23,235.76
Target Funding Per ADA				
Grade K-3				
Base Grant		7,702	7,998	8,100
Grade Span Adjustment		801	832	842
Total Base Funding		8,503	8,830	8,942
Supplemental		719	760	787
Total Funding K-3		9,222	9,590	9,729
Grade 4-6				
Base Grant		7,818	8,118	8,222
Total Base Funding		7,818	8,118	8,222
Supplemental		661	699	724
Total Funding 4-6		8,479	8,817	8,946
Grade 7-8				
Base Grant		8,050	8,359	8,466
Total Base Funding		8,050	8,359	8,466
Supplemental		680	720	746
Total Funding 7-8		8,730	9,079	9,212
*Includes 25% of expanded Preppy Kindergarten students				

<u>Assumptions</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Grade 9-12			
Base	9,329	9,687	9,811
Grade Span Adjustment	243	252	255
Total Base Funding	9,572	9,939	10,066
Supplemental	809	856	886
Total Funding 9-12	10,381	10,795	10,952
LCFF Total Revenues	231,937,713	240,285,762	232,825,833
Expenditures Adjusted for Consumer Price Index (CPI)	1.44%	1.57%	1.82%
Step & Column Certificated	1.50%	1.50%	1.50%
Step & Longevity Classified	1.00%	1.00%	1.00%
Instructional Days	185	185	185
Contribution to Restricted Programs	32,436,229	35,736,025	37,701,020
Health & Welfare Increase	2.30%	6.00%	6.00%
Payroll Expense Rates:			
State Teachers' Retirement System (STRS)	16.15%	15.92%	18.00%
Public Employee Retirement System (PERS)	20.70%	23.00%	26.30%
Social Security (OASDI)	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%
Unemployment Insurance	0.05%	0.05%	0.05%
Worker's Compensation	1.30%	1.30%	1.30%

Placentia-Yorba Linda Unified School District			
<u>2020-21 Combined Second Interim Budget and Multi-Year Projections</u>			
Description:	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
REVENUES	Second Interim	Projection	Projection
LCFF Sources	\$231,937,713	\$240,285,762	\$232,825,833
Federal Revenues	\$26,198,640	9,459,017	9,459,017
Other State Revenues	\$40,282,931	37,201,051	37,140,729
Other Local Revenues	\$3,188,124	3,196,410	3,228,587
Total Revenues	\$301,607,408	\$290,142,240	\$282,654,166
EXPENDITURES			
Certificated Salaries	\$125,225,074	\$121,889,081	\$122,356,877
Classified Salaries	43,676,325	43,392,981	43,744,673
Employee Benefits	78,040,577	79,199,112	84,700,313
Books and Supplies	23,344,231	12,512,963	10,082,477
Services. Other Operating Expenses	21,300,952	20,320,587	21,171,128
Capital Outlay	3,393,810	1,270,940	970,940
Other Outgo	7,895,406	8,023,843	8,110,498
Direct Support/Indirect Costs	(449,882)	(449,882)	(449,882)
Total Expenditures	\$302,426,493	\$286,159,625	\$290,687,024
Excess of Expenditures Over Revenues	(\$819,085)	\$3,982,615	(\$8,032,858)

Description:	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
	Second Interim	Projection	Projection
Other Finance Sources/Uses			
Interfund Transfers			
Interfund Transfers In	\$0	\$500,000	\$500,000
Interfund Transfers Out	\$6,288,725	\$2,288,725	\$2,288,725
Contributions Restricted Programs	\$32,436,229	\$35,736,025	\$37,701,020
Total, Other Financing Sources/Uses	(\$6,288,725)	(\$1,788,725)	(\$1,788,725)
Increase or (Decrease) in Fund Balance	(\$7,107,810)	\$2,193,890	(\$9,821,583)
Fund Balance, Reserves:			
Beginning Balance (Unrestricted & Restricted)	\$61,707,890	\$54,600,080	\$56,793,970
Ending Balance (Unrestricted & Restricted)	\$54,600,080	\$56,793,970	\$46,972,387
Components of Ending Balance:			
Revolving Cash	\$169,000	\$169,000	\$169,000
Stores	\$145,807	\$145,807	\$145,807
Reserve for Restricted Balance	\$8,371,144	\$8,333,144	\$7,837,696
Reserve for Future Deficits	\$30,478,368	\$33,723,601	\$24,171,096
Designated for Econ. Uncertainties	\$15,435,761	\$14,422,418	\$14,648,788
Unappropriated Reserve Balance %	5.00%	5.00%	5.00%

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **REPORTING OF PURCHASE ORDER TOTALS - BOARD AGENDA**
February 21, 2021 through March 20, 2021 for 2020-21 Fiscal Year
DATE: April 13, 2021

General Fund (0101)	\$1,439,932.17
Child Development Fund (1212)	\$964.01
Cafeteria Fund (1313)	\$8,001.61
Capital Facilities Fund (2525)	\$71,185.34
Capital Facilities Agency Fund (2545)	\$90,543.84
Schools Facilities Fund/Prop 47 Fund (3539)	\$8,139.04
Community Facilities District #1 Fund (4991)	\$3,567.01

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.”

PREPARED BY: Don Rosales, Director, Purchasing

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **REPORT OF WARRANT TOTALS ISSUED**
DATE: April 13, 2021

Expenditures	\$6,933,509.59
(February 21, 2021 through March 20, 2021)	
Payroll Registers	<u>\$16,298,403.51</u>
Total	<u>\$23,231,913.10</u>

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.”

PREPARED BY: Phuong Tran, Director, Fiscal Services

Placentia-Yorba Linda Unified School District
April 13, 2021

Check Numbers: 234453 - 235112

Approve Expenditures 2-21-21 through 3-20-21

General	Fund 0101	\$2,246,095.69
Special Education Pass Through	Fund 1010	\$1,326,933.26
Child Development	Fund 1212	\$11,781.69
Cafeteria	Fund 1313	\$9,891.57
Deferred Maintenance	Fund 1414	\$0.00
Capital Facilities Fund/2525	Fund 2525	\$124,780.80
Capital Facilities/2545	Fund 2545	\$22,036.30
School Facilities Fund Prop 47/3539	Fund 3539	\$11,554.73
Special Reserve	Fund 4040	\$109,603.10
Insurance - Workers Comp	Fund 6768	\$35,175.72
Insurance - Health & Welfare	Fund 6769	\$3,030,870.33
Insurance - Property Loss	Fund 6770	\$4,786.40

Total Expenditures: \$6,933,509.59

Payroll Registers:

Certificated 8A	\$ 11,930,994.16
Classified 8B	\$ 4,367,409.35

Total Payroll Registers: \$16,298,403.51

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **NOTICES OF COMPLETION**

DATE: April 13, 2021

Projects may only be accepted as complete by action of the Governing Board. The following projects have been inspected by District staff and found to be substantially complete:

P.O. Number	Contractor	Project
P82C0495	Easterday Construction, Inc.	Yorba Linda Maintenance Yard Bid No. 219-02 Restroom remodel to convert men's restroom to women's restroom
P82C0560	Golden State Constructors, Inc.	Yorba Linda Middle School Bid No. 217-07 Install concrete walkway from city restroom to sidewalk
P82C0537	New Dimension General Construction, Inc.	Esperanza High School Bid No. 219-02 Upgrade two modular buildings for the Early College Program on West Campus
P82C0555	New Dimension General Construction, Inc.	Fairmont Elementary School Bid No. 219-02 Time and material to pave, seal, and stripe new layout for parking lot access configuration project
P82C0534	Seco Electric & Lighting, Inc.	Various Sites Bid No. 219-10 Install cam locks at remaining school sites
P82C0516	Time & Alarm Systems	Esperanza High School Bid No. 220-07 Replace intercom system with new Bogen System for West Campus

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: Accept as complete the project(s) listed and authorize filing Notice(s) of Completion.

PREPARED BY: Don Rosales, Director, Purchasing

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **DISPOSAL OF SURPLUS PROPERTY - OBSOLETE MATERIALS, SUPPLIES, AND EQUIPMENT**

DATE: April 13, 2021

BACKGROUND: The District has a current contract in place with the General Auction Company to conduct public auctions on behalf of the District for the disposal of surplus and obsolete property. As the property is identified, a listing is brought to the Board to request the property be declared surplus and authorize staff to dispose of it in the appropriate manner. The majority of these items are obsolete.

Education Code 17545(a) authorizes the governing Board to sell for cash any property belonging to the District if the property is not required for school purposes, is in unsatisfactory condition or not suitable for school use. Since the storage of these items takes up valuable space, the District would like to proceed to dispose of these items by means of a public auction conducted by contract with a private auction firm.

RATIONALE: By approving this request, the Board will be authorizing the District to properly dispose of the list of surplus property, allow a private auction firm to execute a public auction, and authorize disposal by other legal means if such property is not sold.

FUNDING: Additional local income is anticipated.

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: Declare the property surplus, approve disposal of the items by public auction, and approve disposal of any items not acceptable for auction by the most economical means.

PREPARED BY: Don Rosales, Director, Purchasing

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **DISPOSAL OF OBSOLETE TEXTBOOKS**

DATE: April 13, 2021

BACKGROUND: Periodically, the Board of Education designates certain school textbooks as obsolete. The school sites submit lists to the Board to be declared obsolete and for authorization for disposal pursuant to Education Code Sections 60510-60511. The school sites have submitted their lists according to District procedure.

When textbooks become outdated, have exceeded the adoption period, and do not meet other legal criteria, the Board of Education designates them as obsolete. The textbooks are then disposed of pursuant to Education Code Chapter 4, Article 1, Sections 60510-60511, which states, in part, that books may be disposed of: "...in any of the following ways: (a) By donation to a governing board, county free library, or other state institution. (b) By donation to a public agency or institution of any territory or possession of the United States, or the government of a country that formerly was a territory or possession of the United States. (c) By donation to a nonprofit charitable organization. (d) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people. (e) By sale.

RATIONALE: By approving this request, the Board will be authorizing the District to dispose of any books pursuant to Education Code Section 60510-60511.

FUNDING: Additional local income is anticipated.

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: Designate textbooks as obsolete and approve disposal.

PREPARED BY: Don Rosales, Director, Purchasing

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **CONSULTANT SERVICES AGREEMENT(S)
MAINTENANCE AND FACILITIES DEPARTMENT**
DATE: April 13, 2021

Approve the following Consultant Services Agreement(s):

- Studio+ Architecture Corp. Approve the Consultant Services Agreement to provide architectural services regarding facility management issues, contract period April 14, 2021 through June 30, 2022.

Redevelopment Agency Fund (2545) \$20,000

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: Approve the Consultant Services Agreement(s) – Maintenance and Facilities – as listed in accordance with Board Policy No. 4124, Retention of Consultants.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **UNIT BID NO. 219-11, ROOFING SERVICES**
DATE: April 13, 2021

BACKGROUND: On April 9, 2019, the Board of Education awarded Unit Bid No. 219-11, Roofing Services, to Best Contracting. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the second one-year period allowed for extension from April 15, 2021 to April 14, 2022. All other terms and conditions remain the same.

RATIONALE: Extended dates of service will enable the District to respond to various roofing services needs throughout the District in a timely manner.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$250,000
Child Development Fund (1212)
Deferred Maintenance (1414)
Capital Facilities Fund (2525)
Redevelopment Agency Fund (2545)
School Facilities Fund (3539)

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 renewal of contract per Unit Bid No. 219-11 for roofing services with Best Contracting, effective April 15, 2021 through April 14, 2022.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **BID NO. 221-03, ROOFING PROJECTS**

DATE: April 13, 2021

BACKGROUND: The District advertised and received bids for the labor portion of the roofing project services at Mabel Paine and Morse Elementary Schools, Kraemer and Bernardo Yorba Middle Schools, and Esperanza High School. Four bids were received, with Adco Roofing, Inc., Best Contracting Services, and C.I. Services submitting the lowest responsive bids. Adco Roofing, Inc. will be working on projects at Bernardo Yorba and Kraemer Middle Schools and Morse Elementary School. Best Contracting Services, Inc. will be working at Mabel Paine Elementary School. C.I. Services will be working at Esperanza High School.

RATIONALE: In order to proceed with the projects identified above, a formal contract is required with licensed, bonded, and insured contractors who have participated in a formal bidding process as provided in the California Public Contracts Code. The contractors listed below have met all of the standards, and all bid documents have been reviewed by the Maintenance and Facilities and Purchasing Departments, and found to be acceptable. The bid amounts have been determined to be within the established budget.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$886,742
Deferred Maintenance Fund (1414)
Redevelopment Agency Fund (2545)

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: Award Bid No. 221-03 for roofing projects at Mabel Paine and Morse Elementary Schools, Kraemer and Bernardo Yorba Middle Schools, and Esperanza High School, and award contracts to Adco Roofing, Inc., Best Contracting Services, and C.I. Services.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **STATE OF CALIFORNIA (DGS) CMAS CONTRACT NO. 4-20-56-0006B, ROOFING MATERIALS**

DATE: April 13, 2021

BACKGROUND: The State of California, Department of General Services (DGS) Procurement Division annually bids the acquisition of goods and services. CMAS Contract No. 4-20-56-0006B provides for the purchase of roofing materials. The CMAS contract is valid through December 31, 2024. Staff has reviewed the contract and has deemed it a cost-efficient means of procurement.

Use of Contact No. 4-20-56-0006B is needed to purchase the roofing materials for the 2021 roofing projects at Mabel Paine Elementary School, Morse Elementary School, Kraemer Middle School, Bernardo Yorba Middle School, and Esperanza High School.

RATIONALE: Per the provisions of Public Contract Code Sections 12101.5, 10299, and 10290, the governing Board may authorize by purchase order or contract the purchase of roofing materials 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 cost-effective means of procurement.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$700,000
Deferred Maintenance Fund (1414)
Redevelopment Agency Fund (2545)

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 the use of State of California CMAS Contract No. 4-20-56-0006B for the purchase of roofing materials from The Garland Company, Inc. through December 31, 2024.

PREPARED BY: Bradd Runge, Director of Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **BID NO. 221-04, PAINTING PROJECTS**
DATE: April 13, 2021

BACKGROUND: The District advertised and received bids for painting projects at Travis Ranch School, Bernardo Yorba Middle School, El Dorado and Esperanza High Schools, and the District Education Center. Twenty-five bids were received with A.J. Fistes Corporation, Polychrome Construction, and Astro Painting Co. submitting the lowest responsive bids. Astro Painting Co. will be working on the painting project at Travis Ranch School and Esperanza High School (main gym). A.J. Fistes Corporation will be working on the painting project at Bernardo Yorba Middle School and the District Education Center. Polychrome Construction will be working on the painting project at El Dorado High School.

RATIONALE: In order to proceed with the projects identified above, a formal contract is required with licensed, bonded, and insured contractors who have participated in a formal bidding process as provided in the California Public Contracts Code. The contractors listed below have met all the standards, and all bid documents have been reviewed by the Maintenance and Facilities and Purchasing Departments and found to be acceptable. The bid amounts have been determined to be within the established budget.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$390,165
Deferred Maintenance Fund (1414)
Redevelopment Agency Fund (2545)

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: Award Bid No. 221-04 for painting projects at Travis Ranch School, Bernardo Yorba Middle School, El Dorado and Esperanza High Schools, and the District Education Center, and award contracts to A.J. Fistes Corporation, Polychrome Construction, and Astro Painting Co.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **BID NO. 18-22, PAINT AND RELATED MATERIALS AND SUPPLIES**

DATE: April 13, 2021

BACKGROUND: San Bernardino City Unified School District awarded Bid No. 18-22 to Vista Paint Corporation on April 9, 2019 for the purchase of paint and related materials and supplies. The bid expires on April 8, 2022 with the option to cancel annually. This authorization will be for the 2021 Summer Painting Projects and maintenance painting through April 8, 2022. The contract allows other public entities to purchase the same items at the same unit price(s) subject to the same terms and conditions pursuant to Section 20118 of the Public Contract Code.

RATIONALE: The Purchasing Department staff reviewed Bid No. 18-22 and found it to be an appropriate piggyback bid to utilize for the purchase of paint and related materials and supplies.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$220,000
Deferred Maintenance Fund (1414)

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 Bid No. 18-22 for the purchase of paint and related materials and supplies with Vista Paint, effective April 14, 2021 through April 7, 2022.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **RFP NO. 2019-07, SWIMMING POOL CLEANING AND EQUIPMENT REPAIR SERVICES**

DATE: April 13, 2021

BACKGROUND: On April 9, 2019, the Board of Education awarded RFP No. 2019-07, Swimming Pool Cleaning and Equipment Repair Services, to Sea Clear Pools. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the second one-year period allowed for extension from April 15, 2021 to April 14, 2022. All other terms and conditions remain the same.

RATIONALE: Extended dates of service will enable the District to respond to various swimming pool cleaning and equipment repair service needs throughout the district in a timely manner.

General Fund (0101) Routine Restricted Maintenance	\$200,000
Deferred Maintenance (1414)	

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 renewal of contract per RFP No. 2019-07 for swimming pool cleaning and equipment repair services with Sea Clear Pools, effective April 15, 2021 through April 14, 2022.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **UNIT BID NO. 219-10, ELECTRICAL SERVICES**
DATE: April 13, 2021

BACKGROUND: On April 9, 2019, the Board of Education awarded Unit Bid No. 219-10, Electrical Services, to Seco Electric and Lighting. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the second one-year period allowed for extension from May 1, 2021 to April 30, 2022. All other terms and conditions remain the same.

RATIONALE: Extended dates of service will enable the District to respond to various electrical services needs throughout the district in a timely manner.

FUNDING: General Fund (0101) Routine Restricted Maintenance \$380,000
Child Development Fund (1212)
Cafeteria Fund (1313)
Deferred Maintenance (1414)
Capital Facilities Fund (2525)
Redevelopment Agency Fund (2545)
School Facilities Fund (3539)

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 renewal of contract per Unit Bid No. 219-10 for electrical services with Seco Electric and Lighting, effective May 1, 2021 through April 30, 2022.

PREPARED BY: Bradd Runge, Director, Maintenance and Facilities

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **CONSULTANT SERVICES AGREEMENT(S)**
BUSINESS SERVICES DEPARTMENT
DATE: April 13, 2021

Approve the following Consultant Services Agreement(s):

- **Stealth Audio Visual** Approve Independent Contractor Agreement with Stealth Audio Visual to provide technical assistance and consulting services for program design and onsite support for the 2021 graduations. All of the graduations will be live streamed, as those attending will be limited in order to maintain social distancing. The graduations will be structured as traditional site graduations located at Bradford and Shapell Stadiums for the high schools and middle schools. In addition, there will be a drive-through graduation located at the District Office for students who choose that option.

General Fund (0101)

\$32,000

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: Approve Independent Contractor(s) Agreement – Business Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants.

PREPARED BY: David Giordano, Assistant Superintendent, Business Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **ARMORED TRANSPORT SERVICES**
DATE: April 13, 2021

BACKGROUND: Sectran Security Inc., provides fully insured and licensed armored transportation services to thousands of customers in retail, banking, and private industries throughout Southern California. Sectran Security Inc., has been contracted by the District for armored transport services for the past several years.

RATIONALE: Staff has been satisfied with Sectran Security's services and has confirmed this is a cost-effective method to obtain armored transport services. This agreement will allow the District to continue providing armored transport services for secure transportation of District Office and Associated Student Body banking deposits.

FUNDING:	General Fund (0101)	\$20,400
	Nutrition Services Fund (1313)	<u>\$ 8,400</u>
		<u>\$28,800</u>

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 agreement for armored transport services with Sectran Security Inc., effective April 14, 2021 through April 13, 2023.

PREPARED BY: Dinah Felix, Director, Business Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **PEST CONTROL SERVICES**
DATE: April 13, 2021

BACKGROUND: The Nutrition Services Department utilizes pest control services for the District nutrition program. Pest Options has demonstrated timely and professional performance as the current provider of pest control service.

RATIONALE: Nutrition Services will continue to receive quality pest control service for the nutrition program by renewing the agreement with Pest Options.

FUNDING: Cafeteria Fund (1313) \$17,276

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: Renew the agreement for pest control services with Pest Options, effective July 1, 2021 to June 30, 2022.

PREPARED BY: Suzanne Morales, Director, Nutrition Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: MEAL TRAY, HEAT SEALER EQUIPMENT, AND SUPPLIES
DATE: April 13, 2021

BACKGROUND: Nutrition Services is required to provide sealed items to school kitchens for foods that require pre-packaging. The District purchases meal trays and supplies needed for the pre-packaged items and leases the heat sealer equipment.

RATIONALE: Currently, the District purchases meal trays and supplies and has a lease agreement with Oliver Packaging for the heat sealer equipment. This enables Nutrition Services to provide sealed food items with increased visual appeal and quality. The meals are prepared at the central kitchen and packaged for use at the elementary schools. There is no charge for leasing the heat sealer equipment, provided the District meets the minimum meal tray order requirements established by Oliver Packaging.

FUNDING: Cafeteria Fund (1313) \$100,000

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: Approve renewal of the lease agreement for the heat sealer equipment, purchase of meal trays, and supplies with Oliver Packaging, effective July 1, 2021 through June 30, 2022.

PREPARED BY: Suzanne Morales, Director, Nutrition Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **FOOD SAFETY SYSTEMS (FSS)**
DATE: April 13, 2021

BACKGROUND: Food Safety Systems (FSS) has supplied sanitation materials, monitored kitchen cleanliness, trained staff on procedures in safe food preparation, and provided documentation for continuing education at all kitchen sites for several years. Staff training is in accordance with the USDA mandated professional standard curriculum.

RATIONALE: FSS will continue to supply premeasured soaps, sanitizers, and degreasers, along with all required documentation at all district kitchens. Each middle school and comprehensive high school will receive eight visits, and each elementary site, as well as El Camino Continuation High School and George Key School, will receive four visits from FSS for training and monitoring throughout the school year.

FUNDING: Cafeteria Fund (1313) \$40,250

BOARD FOCUS AREA: The board agenda item supports Focus Area 4.0, *Safe and Respectful Environment* – “A safe and respectful environment is essential to student success. We foster a culture that promotes the emotional health, safety, and well-being of students, staff and parents.”

RECOMMENDATION: Approve renewal of the agreement with Food Safety Systems, effective July 1, 2021 through June 30, 2022.

PREPARED BY: Suzanne Morales, Director, Nutrition Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: RFP NO. 2020-01, PIZZA AND DELIVERY
DATE: April 13, 2021

BACKGROUND: On July 9, 2019, the Board of Education awarded Request for Proposal (RFP) No. 2020-01 for pizza and delivery to Papa John’s Pizza to provide pizza and delivery service to the high schools, middle schools, and the Afterschool Supper Programs. The initial contract term was for one year after the award of RFP and could be extended for four additional one-year periods. This will be the second renewal of four.

RATIONALE: This renewal will exercise the first one-year period allowed for extension and will allow the district to maintain competitive pricing of product and delivery throughout the year. Papa Johns is requesting a 2.8% increase for the 2021-22 school year, which is below the February 12-month CPI increase for food of 3.5%.

FUNDING: Cafeteria Fund (1313) \$250,000

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: Approve contract renewal per RFP No. 2020-01 for purchase and delivery of pizza with Papa John’s Pizza, effective July 1, 2021 through June 30, 2022.

PREPARED BY: Suzanne Morales, Director, Nutrition Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: AUCTION SERVICES
DATE: April 13, 2021

BACKGROUND: The District accumulates surplus property from various departments through the replacement of old and/or obsolete equipment. Education Code 17545(a) states: "The governing board of any school district may sell for cash any property belonging to the district if the property is not required for school purposes, or it is unsatisfactory or not suitable for school use." Since the storage of these items takes up valuable space, the District would like to proceed to dispose of these items by means of a public auction conducted by contract with a private auction firm. For those items that do not sell, Board authorization is required to declare the property of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means (Ed Code 17546(c)).

The District is seeking approval of TLC Auctions as a backup auction provider to our current auction company. The District's current auction company is not able to handle the amount of material at their auction house, causing delays in removing items from the district. TLC Auctions will assist the district with removing surplus items ready for auction.

RATIONALE: By approving this contract, the district can continue to dispose of old and/or obsolete equipment in a more efficient manner as specified in Ed Code 17545(a) in a timely manner by means of offsite or online auctions at TLC Auctions as needed.

FUNDING: Additional local income anticipated.

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 agreement for public auction services with TLC Auctions, effective April 14, 2021 through June 30, 2022.

PREPARED BY: Don Rosales, Director, Purchasing

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: **EDUCATIONAL SERVICES – INDEPENDENT CONTRACTOR AGREEMENTS**
DATE: April 13, 2021

Approve the following Independent Contractor Agreements:

- | | |
|-----------------------------------|---|
| 1. Amy's Farm | Provider of a virtual grade-level field trip for kindergarten students at Buena Vista Virtual Academy, April 27, 2021; budgeted gift funds, NTE: \$150. |
| 2. Dream for Schools | Provider of after-school virtual STEM classes for students at Rose Drive Elementary School, April 14 - June 11, 2021; budgeted gift funds, NTE: \$4,000. |
| 3. HIN Experience, LLC | Presenter of virtual grade-level positive behavior student assemblies for Glenview Elementary School, April 22 - June 1, 2021; budgeted low-performing student block grant funds, NTE: \$1,000. |
| 4. KMC Studios (Kameron Calabria) | Provider of services for creating a music video for the color guard at Tuffree Middle School, April 17 - May 1, 2021; budgeted gift funds, NTE: \$1,750. |

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – "Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience."

RECOMMENDATION: Approve Independent Contractor Agreements – Educational Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants.

PREPARED BY: Kathie Wessel, Administrative Secretary

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: SPECIAL EDUCATION CONTRACTS
DATE: April 13, 2021

The following includes two Master Contracts:

1. Congruent Lives, Inc. Master Contract for Nonpublic, Nonsectarian School/Agency Services from April 13 - June 30, 2021; budgeted special education funds, NTE: \$25,000.
2. Therapy Travelers Master Contract for Nonpublic, Nonsectarian School/Agency Services from August 2, 2020 - June 30, 2021; was originally Board approved on September 8, 2020, and December 15, 2020, for a total amount of \$440,000. This request increases funds by \$350,000 for a revised total of budgeted special education funds, NTE: \$790,000.

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: Approve the special education individual services contracts and related services requests. (Individual contract on file.)

PREPARED BY: Renee Gray, Executive Director

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: **SPECIAL EDUCATION SETTLEMENT CLAIM**
DATE: April 13, 2021

BACKGROUND: Special education mediation for Student Identification No. 1716. The matter encompassed the provision of a free and appropriate public education.

RATIONALE: The settlement was completed in accordance with the necessary authority, as outlined in Resolution No. 6 dated August 16, 2016.

FUNDING: Budgeted special education funds, NTE: \$3,720

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: Ratify authority to settle the special education settlement agreement in the amount of \$3,720 for Student Identification No. 1716.

PREPARED BY: Renee Gray, Executive Director

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: **SPECIAL EDUCATION SETTLEMENT CLAIM**
DATE: April 13, 2021

BACKGROUND: Special education due process filing denominated by Case No. 2020110704 was filed on November 20, 2020, for Student Identification No. 1717. The matter encompassed the provision of a free and appropriate public education.

RATIONALE: The settlement was completed in accordance with the necessary authority, as outlined in Resolution No. 6 dated August 16, 2016.

FUNDING: Budgeted special education funds, NTE: \$12,500

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: Ratify authority to settle the special education settlement agreement in the amount of \$12,500 for Student Identification No. 1717.

PREPARED BY: Renee Gray, Executive Director

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: **SPECIAL EDUCATION SETTLEMENT CLAIM**
DATE: April 13, 2021

BACKGROUND: Special education mediation for Student Identification No. 1718. The matter encompassed the provision of a free and appropriate public education.

RATIONALE: The settlement was completed in accordance with the necessary authority, as outlined in Resolution No. 6 dated August 16, 2016.

FUNDING: Budgeted special education funds, NTE: \$7,800

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: Ratify authority to settle the special education settlement agreement in the amount of \$7,800 for Student Identification No. 1718.

PREPARED BY: Renee Gray, Executive Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL AND THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

DATE: April 13, 2021

BACKGROUND: This memorandum of understanding is designed so the Anaheim Union High School District may provide for the education of the Placentia-Yorba Linda Unified School District students who are hearing impaired and whose educational needs cannot be met within the district.

RATIONALE: The Anaheim Union High School District shall provide special education programs and services for the students residing in the Placentia-Yorba Linda Unified School District attendance area who are referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and the Anaheim Union High School District that the student's educational needs as specified in the Individualized Education Program require the specialized programs provided by the Anaheim Union High School District.

FUNDING: Budgeted special education funds, NTE: \$ 85,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – “Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience.”

RECOMMENDATION: Ratify the memorandum of understanding between the Anaheim Union High School District and the Placentia-Yorba Linda Unified School District for February 1, 2020, through June 30, 2020, and for July 1, 2020, through June 30, 2021, for the provision of educational services to special education students.

PREPARED BY: Renee Gray, Executive Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **AGREEMENT FOR CONSULTING SERVICES WITH BELL EDUCATIONAL SOLUTIONS – AMENDMENT TO FUNDING SOURCES**

DATE: April 13, 2021

BACKGROUND: On August 11, 2020, the Board approved a contract with Bell Educational Solutions, and an amendment for additional funding sources was approved on February 9, 2021. The District’s Educational Services Department has a need for an independent educational consultant to provide professional management and leadership services on an interim basis. The Educational Services staff has met with an Education Consultant who has the necessary qualifications and background required to provide the needed services. The services are billed at an hourly rate of \$85.

RATIONALE: This additional amendment enables Bell Educational Solutions to continue assisting us with several projects, which include our annual stakeholder surveys, the Federal Program Monitoring (FPM) review, the new three-year LCAP, stakeholder input sessions, Comprehensive Support Improvement (CSI) for El Camino Real High School, and additional reports. The Bell Educational Solutions contract was first approved on August 11, 2020, for \$27,500 and amended on February 9, 2021, for a total of \$58,100. This current amendment would add an amount not to exceed \$25,000.

Previous authorized amount	\$58,100
Current amendment to additional funding sources	<u>\$25,000</u>
Total authorized amount	<u>\$83,100</u>

FUNDING: Budgeted educational services general funds NTE: \$25,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the funding sources amendment for consulting services with Bell Educational Solutions for professional management and leadership services through June 30, 2021.

PREPARED BY: Dr. Linda Adamson, Assistant Superintendent

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **SUBSCRIPTION AGREEMENT WITH TEACHERS PAY TEACHERS FOR EL CAMINO REAL HIGH SCHOOL**

DATE: April 13, 2021

BACKGROUND: Teachers Pay Teachers (TpT) is an online repository for instructional resources, lesson plans, and inspiration made by teachers for teachers. The service offers more than three million free and paid resources created and vetted by educators who understand the complex work of engaging diverse learners. Some teachers at El Camino Real High School have been using their own money to access resources for students, particularly English learners. The graphic organizers are visually appealing and provide essential support for the acquisition and use of academic language. In addition, TpT has added an assessment component. The leadership team hopes to extend this resource to all teachers as a supplemental resource and means of structuring learning for student success.

RATIONALE: Resources are provided by Teachers Pay Teachers in all content areas and include strategies for differentiation of instruction and delivery. With a school account, colleagues can collaborate and share lessons. The release of Easel by TpT includes easy-to-use annotation tools for students and teachers and has movable and fixed shapes for labeling, sorting, and matching activities. Resources are also customizable and can be assigned via a link to Google Classroom. Ultimately, the assessment feature allows for aggregated student-level reporting for each formative assessment. The vendor will provide professional development once a purchase order is approved.

FUNDING: Budgeted Title I funds, NTE: \$1,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – “Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience.”

RECOMMENDATION: Approve the online subscription for Teachers Pay Teachers for El Camino Real High School for use during spring and summer 2021.

PREPARED BY: Carey Aiello, Principal

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **SUBSCRIPTION PACKAGE WITH MYSTERY SCIENCE FOR ALL ELEMENTARY SCHOOLS**

DATE: April 13, 2021

BACKGROUND: Mystery Science is a web-based science lesson resource aligned with the Next Generation Science Standards (NGSS). Mystery Science provides hands-on learning, captivating videos, and discussion questions for students. Lessons are constantly updated. Through video-guided, hands-on investigations, students solve the “mystery.” Mystery Science was used as a supplemental science program during the 2018-19 school year.

During the 2019-20 school year, Placentia-Yorba Linda Unified School District piloted two science programs in the initial phase of a new science adoption. Twig Science was selected, and PYLUSD began the adoption-approval process. On March 10, 2020, the Board of Education approved the program for the required 30-day review. Due to COVID-19 restrictions and closures, the 30-day review was suspended, and the Mystery Science program was approved for the 2020-21 year as an interim measure until the science adoption process could resume.

RATIONALE: Due to the pandemic during the 2020-21 school year, the new science adoption is postponed until the 2022-23 school year. Thus, Mystery Science will be used as an interim measure again for the 2021-22 academic year, as the program is aligned with the Next Generation Science Standards and has been successfully implemented this current school year.

FUNDING: Budgeted general funds, NTE: \$25,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the subscription agreement for 2021-22 with Mystery Science for all elementary schools in the Placentia-Yorba Linda Unified School District.

PREPARED BY: Tamie Beeuwsaert, Interim Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **SOFTWARE LICENSE AGREEMENT WITH eDYNAMIC LEARNING**

DATE: April 13, 2021

BACKGROUND: eDynamic Learning provides online career and elective courses aligned with the California State Career Technical Education standards. The courses allow students to explore possible career paths along a sequenced learning track. They give students a head start to industry certification in careers of particularly high interest to many at-risk students.

RATIONALE: This agreement will allow a focus group of teachers at El Camino Real High School and Buena Vista Virtual Academy to pilot eDynamic Learning classes in the spring of 2021. Students at Buena Vista Virtual Academy in Grades 7 - 12 will pilot elective courses. Students at El Camino Real High School in Grades 10 - 12 will pilot elective and Career Technical Education courses. In addition, teachers at El Camino Real High School will pilot the courses during the summer program. Given the number of students in need of elective credits in our alternative schools, the eDynamic Learning classes offer another opportunity to ensure on-time graduation. Fifty student licenses are included in the pilot agreement.

FUNDING: CSI Funds, NTE: \$1,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – “Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience.”

RECOMMENDATION: Approve the software license agreement with eDynamic Learning, Inc. for the remainder of the 2020-21 school year through August 5, 2021.

PREPARED BY: Carrie Bisgard, Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **SOFTWARE LICENSE AGREEMENT WITH INSTRUCTURE, INC.**

DATE: April 13, 2021

BACKGROUND: Instructure, Inc. provides the learning management software, Canvas. Canvas allows teachers and students to create and share content, including documents, audio, and video. Teachers can create quizzes, assignments, collaborations, discussion boards, modules, and courses with Canvas. The platform's use includes Canvas Commons, through which teachers can share items they have designed within the district or with Canvas users globally. The system includes a mobile app supporting formative assessments and a speed-grader feature. Students create learning-centered ePortfolios that aggregate both new and past work to show growth, while Canvas facilitates data review and measurement of student growth through the grade book.

RATIONALE: Teachers piloted the use of Canvas in the 2019-20 school year and continued its use in 2020-21; it was found to be very effective. This agreement will allow teachers in the Placentia-Yorba Linda Unified School District to continue to utilize Canvas at secondary school sites. Five thousand one hundred (5,100) student licenses are included in the agreement. A learning management software (LMS) such as Canvas adds exciting tools to classrooms. Canvas is the official LMS of the California Community College system. Exposing students to blended learning through Canvas will give them familiarity and critical college readiness skills.

FUNDING: Budgeted supplemental funds, NTE: \$51,789

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the software license agreement with Instructure, Inc. for the 2021-22 school year.

PREPARED BY: Carrie Bisgard, Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **ILLUMINATE EDUCATION DATA AND ASSESSMENT SOFTWARE SERVICES AGREEMENT CLIENT ORDER Q-114367**

DATE: April 13, 2021

BACKGROUND: Teachers use student achievement data to determine students' needs and verify their progress toward grade-level standards. Illuminate provides the Data and Assessment (DnA) Software to assist in collecting, reporting, and analyzing state testing results, district benchmarks, assessments, and teacher-created tests. The system allows teachers to access and sort student data easily to determine student needs and accomplishments.

RATIONALE: The DnA System is a web-based software package useful to teachers, school and district administrators, and instructional support personnel. Entering into the software license agreement will ensure the District has continued access to data that assists in assessing the student's performance, progress, and instructional needs.

FUNDING: Budgeted general funds, NTE: \$149,845

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – "Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience."

RECOMMENDATION: Approve a one-year data and assessment software license agreement with Illuminate Education from July 1, 2021, through June 30, 2022, per Client Order Q-114367.

PREPARED BY: Dr. Cary Johnson, Executive Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **AGREEMENT WITH NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM FOR CAREER GUIDANCE SPECIALISTS**

DATE: April 13, 2021

BACKGROUND: The North Orange County Regional Occupational Program (NOCROP) provides curriculum, books, supplies, and instructors for Career Technical Education (CTE) courses at each comprehensive high school as well as El Camino Real High School. Additionally, NOCROP reimburses the District for the time and expertise of counselors to act as Career Guidance Specialists (CGS) to provide career guidance services, recruit students for ROP classes, and represent the interests of ROP at District high schools. NOCROP pays a portion of the CGS salary and benefits.

RATIONALE: Students in Placentia-Yorba Linda Unified School District will benefit from career guidance and access to ROP CTE courses on each comprehensive site and El Camino Real High School.

FUNDING: Revenue to the District: \$92,500

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – “Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience.”

RECOMMENDATION: Approve the North Orange County Regional Occupational Program for Career Guidance Specialists Agreement for the 2021-22 school year.

PREPARED BY: Dr. Cary Johnson, Executive Director

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **MEMORANDUM OF UNDERSTANDING – PARENTPOWERED PBC**

DATE: April 13, 2021

BACKGROUND: ParentPowered provides text messaging services to families served by Ruby Drive Elementary. Ready4K is an evidence-based family engagement curriculum delivered via text messages. Each week, parents and guardians receive facts and tips on how to promote their children's development by building on existing family routines.

RATIONALE: Approval of this agreement is necessary for participation in this program.

FUNDING: Budgeted Title I funds, NTE: \$450

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – "Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience."

RECOMMENDATION: Approve the agreement with ParentPowered PBC for Ruby Drive Elementary from April 15, 2021, through March 15, 2022.

PREPARED BY: Diana McKibben, Principal

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **QUARTERLY REPORT FOR UNIFORM COMPLAINTS**

DATE: April 13, 2021

BACKGROUND: As a result of the Williams lawsuit, Education Code 35186(d) requires “A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported quarterly at a regularly scheduled meeting of the school district's governing board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.”

RATIONALE: To comply with Education Code 35186(d), the Placentia-Yorba Linda Unified School District is submitting a quarterly report of uniform complaints to the Board of Education regarding textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions. There are no complaints to report for the January - March 2021 quarter.

FUNDING: No budget impact to the district

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: Present Quarterly Uniform Complaint Report for the period of January 1 - March 31, 2021.

PREPARED BY: Kathie Wessel, Administrative Secretary



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2020-21**

District: Placentia-Yorba Linda Unified School District
District Contact: Dr. Linda Adamson
Title: Assistant Superintendent

- | | | |
|--|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 – September 30, 2020 | Report due by October 30, 2020 |
| <input type="checkbox"/> Quarter #2 | October 1 – December 31, 2020 | Report due by January 29, 2021 |
| <input checked="" type="checkbox"/> Quarter #3 | January 1 – March 31, 2021 | Report due by April 30, 2021 |
| <input type="checkbox"/> Quarter #4 | April 1 – June 30, 2021 | Report due by July 30, 2021 |

Check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		
Teacher Vacancies or Missassignments	-0-		
Facility Conditions	-0-		
TOTALS	-0-		

Name of Superintendent: James Elsasser, Ed.D.
Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, Mail Stop 2910 Redhill
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

TO: Dr. James Elsasser, Superintendent
FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services
SUBJECT: GIFTS
DATE: April 13, 2021

The district's community members and groups have donated the following gifts:

1. Checks totaling \$23,063.27 from Golden PTA to be used for printer ink and school marquee for Golden Elementary School.
2. Check for \$1,000.00 from Rose Drive PTA to be used for a Brain Pop subscription for Rose Drive Elementary School.
3. Check for \$4,000.00 from Topaz PTA to be used for a new school marquee for Topaz Elementary School.
4. Checks totaling \$369.39 from Travis Ranch PTA to be used for art class and bookmarks for Travis Ranch School.
5. Check for \$90.00 from The Blackbaud Giving Fund to be used for materials and supplies for Valencia High School.
6. Check for \$2,400.00 from Van Buren PTA to be used for sixth-grade outdoor education for Van Buren Elementary School.
7. Check for \$1,495.30 from Saddleback Church Yorba Linda to be used for installation of outdoor power source for Yorba Linda High School.
8. 320 camera heads for doc cams from Patrick Cordes to be used in our district's technology program.
9. Engineering supplies from Bob Kluver to be used in our engineering classes for Esperanza High School.
10. Ten large bins of fabric from Coree DelGiorgio from Image Solutions to be used in creative art projects for Yorba Linda High School.
11. One clarinet from Stephanie Black-Hein to be used in our district's music program.

FUNDING: \$32,417.96 to be placed in the appropriate school site/division accounts.
The total to date for the 2020-21 school year is \$204,950.72.

BOARD FOCUS AREA: This board agenda item supports Focus Area 1.0, *Academic Achievement* – "Student achievement is at the core of the PYLUSD mission and vision. We expect all students to demonstrate continued and improved academic achievement in order to emerge college and career ready. In addition, students are provided an array of enrichment opportunities to expand their educational experience."

RECOMMENDATION: Accept gifts as listed, such action being in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.

PREPARED BY: Kathie Wessel, Administrative Secretary

TO: Board of Education

FROM: Dr. James Elsasser, Superintendent

SUBJECT: **2021-22 MEMBERSHIP IN THE NATIONAL CENTER FOR EDUCATION RESEARCH AND TECHNOLOGY (NCERT)**

DATE: April 13, 2021

BACKGROUND: The National Center for Education Research and Technology (NCERT) is comprised of prominent school district superintendents from throughout the United States and Canada. In association with the superintendents is a distinguished group of education-related corporate members who participate actively and collaboratively with the group. Membership is by invitation and limited to 85 superintendent members and select corporate leaders. The group focuses on contemporary issues of interest to the CEO of a school district.

RATIONALE: This membership in the National Center for Education Research and Technology will provide education technology and research activities, professional development programs, and various education and management services.

FUNDING: General Fund (0101) \$6,850

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction/Leadership* – “A dynamic, high-quality instructional 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 the agreement with the National Center for Education Research and Technology (NCERT) for membership services from April 1, 2021 – March 31, 2022.

PREPARED BY: Annette Newton, Executive Assistant to the Superintendent

TO: Dr. James Elsasser, Superintendent

FROM: Richard McAlindin, Executive Director, Instructional Support

SUBJECT: **RAPTOR TECHNOLOGIES VISITOR MANAGEMENT SYSTEM ANNUAL ACCESS FEE RENEWAL**

DATE: April 13, 2021

BACKGROUND: The Raptor Technologies Visitor Management System is the core of an integrated set of web-based technology solutions designed to protect students, faculty, and staff.

RATIONALE: In an effort to maintain safety and monitor visitors on school campuses, this system provides immediate background checks on persons requesting permission to enter school grounds. The system alerts staff to potential threats and allows another level of safety for school campuses.

FUNDING: General Fund (0101) \$19,635

BOARD FOCUS AREA: This board agenda item supports Focus Area 4.0, *Safe and Respectful Environment* – “A safe and respectful environment is essential to student success. We foster a culture that promotes the emotional health, safety, and well-being of students, staff, and parents.”

RECOMMENDATION: Approve Raptor Technologies Visitor Management System Annual Access Fee Renewal effective June 1, 2021 through May 31, 2022.

PREPARED BY: Richard McAlindin, Executive Director, Instructional Support

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY PROGRAM,
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE: APRIL 14, 2021 -
JANUARY 1, 2024**

DATE: April 13, 2021

BACKGROUND: The Placentia-Yorba Linda Unified School District and California State University, Northridge, wish to renew an agreement which allows placement of speech-language pathology and audiology students into our classrooms.

RATIONALE: University students are able to help provide speech services in accordance with IEP requirements. All students are carefully screened by the college to ensure they are fully qualified.

Participation in this partnership with California State University, Northridge, will assist the district in future recruitment of much needed speech-language specialists.

FUNDING: There is no cost to the general fund for participation in this partnership.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the agreement with California State University, Northridge, for the Speech-Language Pathology and Audiology Program from April 14, 2021 to January 1, 2024.

PREPARED BY: Martha Suarez, Administrative Secretary

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **SCHOOL DISTRICT PLACEMENT AGREEMENT - UNIVERSITY OF SOUTHERN CALIFORNIA, ROSSIER, APRIL 14, 2021 - JUNE 30, 2024**

DATE: April 13, 2021

BACKGROUND: The University of Southern California, Rossier, is requesting to continue a partnership to place student teachers and school counselors at our schools. In order to begin a partnership, it is necessary to approve a placement agreement with the University.

RATIONALE: Providing future teachers and school counselors an opportunity to participate in the school placement experience helps assure they are adequately prepared to be competent teachers and counselors. All students are carefully screened by the University to ensure they are fully qualified prior to beginning their assignment at the schools.

Participation by our District with University of Southern California, Rossier, in the placement of student teachers and school counselors assists the District in recruiting well-trained candidates for future vacancies.

FUNDING: Income of \$350 for each Master Teacher.

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the school district placement agreement with the University of Southern California, Rossier, from April 14, 2021 to June 30, 2024.

PREPARED BY: Martha Suarez, Administrative Secretary

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **MEMORANDUM OF AGREEMENT - UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL, SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK, APRIL 14, 2021 - APRIL 13, 2024**

DATE: April 13, 2021

BACKGROUND: The Placentia-Yorba Linda Unified School District and University of Southern California (USC) wish to enter into an agreement to implement the Memorandum of Agreement for Social Work.

RATIONALE: This Memorandum of Understanding provides support for students entering the Social Work Program. Field experience is a required and integral component of the University's Social Work Curriculum and, therefore, the organization wishes to join the District in development and implementation of a field program for social work students.

FUNDING: No cost to the district

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 of our district.”

RECOMMENDATION: Approve the Memorandum of Agreement with University of Southern California, Suzanne Dworak-Peck School of Social Work from April 14, 2021 to April 13, 2024.

PREPARED BY: Martha Suarez, Administrative Secretary

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **STEPHANIE JEWETT, CLINICAL REHABILITATION WAIVER**

DATE: April 13, 2021

BACKGROUND: The state of California continues to experience a shortage of qualified speech pathologists. Although the District has been able to successfully recruit credentialed speech pathologists, there is still a need to hire some candidates who have not fully completed their course work.

RATIONALE: The state authorizes school districts to issue a waiver for candidates who are enrolled in a recognized Master's Degree program. This enables the District to provide speech and language services to students with identified needs.

FUNDING: There is no additional impact to the budget in the authorization of this waiver.

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 of our district.”

RECOMMENDATION: Approve the Clinical Rehabilitation Waiver for Stephanie Jewett.

PREPARED BY: Rick Lopez, Assistant Superintendent

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **CLASSIFIED HUMAN RESOURCES REPORT**

DATE: April 13, 2021

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.”

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Louie Fonseca	School/Comm Std Advisor	El Camino Real	03/30/21
David Barrozo	Groundskeeper II	Grounds	03/31/21
Charlotte Buss	Lead Academy Tutor	Melrose	03/05/21

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Heidi Allen	SPED Aide II	Travis Ranch	04/13/21
Paige Bakkers	SPED Aide I	BYMS	03/05/21
Sandra Cabrera Gomez	SPED Aide III	Lakeview	03/12/21
Maria Ciela Medina	SPED Aide III	Mabel Paine	03/26/21
Sara Huizar	SPED Aide II	Travis Ranch	03/15/21
Elizabeth Lopez	Preschool Paraeducator	Ruby Drive	03/05/21
Marisol Looper	Noon Duty Supvsr	Topaz	12/18/20
Heather Osborn	SPED Aide III	Tynes	03/05/21
Sally Slate	Noon Duty Spvsr	Brookhaven	03/17/21
Marie Slim	Library/Media Aide	Valencia	03/24/21
Briauna Stephens	SPED Aide III	Valencia	12/31/20

<u>Medical Layoff</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Karlynn Arciniega	Nutr Svs Worker	YLHS	03/03/21
Joana Mansoor	SPED Aide II	George Key	03/04/21
Blanca Patino	SPED Aide I	Melrose	02/26/21

Leave of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Elizabeth Bahena	SPED Aide III	Tynes	Maternity	04/05/21-05/23/21
Elizabeth Bahena	SPED Aide III	Tynes	Child Bonding	05/24/21-06/17/21
Deena Freeman Grove	Child Care Tchr I	Linda Vista	Discretionary	03/24/21-08/06/21
Judy Haack	SPED Aide III	Tynes	Discretionary	01/04/21-04/04/21
Brigitte Michel	SPED Aide II	Golden	Family Health	03/15/21-03/19/21
Angelia Neito	SPED Aide III	Tynes	Educational	04/12/21-06/11/21
Johanna Parra	Wellness Specialist	Spec Ed	Maternity	03/02/21-06/18/21

Leave of Absence (Cont'd)

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Angelica Rossoni	College & Career Tech	YLHS	Maternity	03/01/21-05/27/21
Edith Serrano	SPED Aide II	Valencia	Child Bonding	02/07/21-05/27/21
Julie Taylor	Noon Duty Spvsr	Fairmont	Discretionary (rev)	01/04/21-04/12/21
Zedinia Vega	Nutr Svs Kchn Lead	Travis Ranch	Discretionary	03/02/21-04/16/21

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
KEishia Brushwyler	Clerk I	Clerk II	03/23/21
Zenobia Kadhon	SPED Aide II	SPED Aide II Spec	03/15/21
Lindsay Taylor	SPED Aide II	SPED Aide II Spec	03/03/21

Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Maria Bryant	Nutr Svs Worker	Nutr Svs Site Lead	03/08/21-06/17/21

<u>Employ</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Amy Austin	Secretary II	Ed Services	03/08/21
Abigail Campos	Bil Presch Comm Liaison	Expanded Lrng	03/08/21
Madison Fernandez	SPED Aide I	Tuffree	03/23/21
Gabriela Gutierrez	Bil Clerk I	Ruby Drive	02/05/21
Hailey Harris	Academy Tutor	Expanded Lrng	03/15/21
Julie Imai	Clerk I	Van Buren	03/15/21
Gina Jackson	SPED Aide II	Van Buren	03/23/21
Matthew James	HVAC Mechanic	Maintenance	03/03/21
Brittany Johnson	SPED Aide I	Valencia	03/22/21
Alexis Jones	SPED Aide I	Valencia	02/18/21
Saige Krager	SPED Aide III	Lakeview	03/08/21
Andrew Monteverde	Night Custodian	Valadez	02/22/21
Gloria Palomares	SPED Aide III	Tynes	03/10/21
Adam Shrake	SPED Aide I	Topaz	03/22/21
Lily Simmons	SPED Aide II Spec	El Dorado	03/02/21
Dezirae Soria	SPED Aide II	Kraemer	03/01/21
Daisy Zambrano	Academy Tutor	Expanded Lrng	03/04/21

<u>Substitutes</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Paige Bakkers	SPED Aide I, II	SPED	03/08/21-06/18/21
Denise Broadwater	SPED Aide I, II	SPED	03/11/21-06/18/21
Abigail Campos	Bil Presch Paraed	Expanded Lrng	03/08/21-06/30/21
Karen Carr	SPED Aide I, II	SPED	03/03/21-06/18/21
Maria Cortez Banuelos	Bus Driver	Transportation	02/25/21-06/30/21
Lisa Friedman	School Sec I	George Key	03/09/21-06/15/21
Lisa Friedman	College and Career Tech	YLHS	03/01/21-06/18/21
Ana S Garcia	Receptionist	Human Rscs	02/19/21-06/30/21

<u>Substitutes (Cont'd)</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Mauricio Gomez	Academy Tutor	Expanded Lrng	03/08/21-06/17/21
Gabriela Gutierrez	Bil Clerk I	Ruby Drive	02/16/21-06/17/21
Julie Imai	Clerk I	Van Buren	03/15/21-07/06/21
Julie Imai	Clerk III	BYMS	01/15/21-06/30/21
Jakir Jalali	SPED Aide I, II	SPED	02/16/21-06/18/21
Pamela Kibby	Lib/Media Tech	Ed Services	01/07/21-06/30/21
Robert Lemos	Custodian	Custodial Svs	03/01/21-06/30/21
Elizabeth Nguyen	SPED Aide I, II	SPED	02/16/21-06/18/21
Erika Parrilla	SPED Aide I, II, III	SPED	03/02/21-06/18/21
Stephanie Pritchard	SPED Aide I	SPED	01/27/21-06/18/21
Karyn Qsar	School Sec I	George Key	02/01/21-06/11/21
Ryan Sewell	SPED Aide I, II	SPED	02/02/21-06/18/21
Suzanne Smith	School Sec I	George Key	03/06/21-06/15/21
Ricardo Ugald	SPED Aide I, II	SPED	01/29/21-06/18/21

<u>Short Term</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Lauren Absmeier	3	Aide Training	Lakeview	03/01/21-03/26/21
Lauren Absmeier	1	Aide Training	Tynes	02/26/21-03/26/21
Anissa Alcaraz	100	Student Support	Tynes	02/16/21-06/18/21
Fidelis Amoroso	100	Student Support	Rose Drive	01/25/21-03/05/21
Fidelis Amoroso	100	Student Support	Rose Drive	03/01/21-04/16/21
Joshua Amparan	2	Aide Training	Wagner	02/09/21-02/19/21
Asseel Alnaimi	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Ana Alvarado	50	Student Support	Expanded Lrng	03/22/21-04/30/21
Carlos Alvarado	60	Student Support	Expanded Lrng	03/22/21-04/30/21
Noe Anaya	20	Health Svs Support	Health Svs	01/01/21-06/18/21
Ashley Arroyo	100	Student Support	Woodsboro	02/01/21-03/12/21
Nancy Arias Martinez	10	Clerical Support	Health Svs	03/06/32-06/26/21
Nancy Arias Martinez	20	Health Svs Support	Health Svs	01/01/21-04/01/21
Gayle Ashcraft	3	Aide Training	YLHS	02/16/21-05/28/21
Magdalena Avalos	2	Aide Training	Wagner	02/09/21-02/19/21
Kelly BarrHansen	45	Student Support	Linda Vista	03/01/21-04/02/21
Tamara Barron	330	Health Svs Support	Health Svs	01/01/21-06/18/21
Nicole Bartle	125	Health Svs Support	Health Svs	01/16/21-06/18/21
Janet Beltran	1	Student Bus Support	Lakeview	03/08/21-03/12/21
Alyssa Black	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Daphne Blanco	3	Aide Training	YLHS	02/16/21-05/28/21
Krista Boich	255	Health Svs Support	Health Svs	01/16/21-06/18/21
Selina Brittain	105	Health Svs Support	Health Svs	01/16/21-06/18/21
Korey Brown	144	AVID Tutoring	El Dorado	03/16/21-06/15/21
Elizabeth Bruner	36	AVID Tutoring	El Dorado	03/16/21-06/15/21
Sandra Cabrera Gomez	1	Aide Training	Tynes	02/26/21-03/26/21
Sandra Cabrera Gomez	3	Aide Training	Lakeview	03/01/21-03/26/21
Stacy Calderon	2	Aide Training	Wagner	02/09/21-02/19/21

<u>Short Term</u> (Cont'd)	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Juana Camacho	100	Student Support	Rose Drive	01/25/21-03/05/21
Noah Campbell	250	Health Clerk	Health Svs	01/01/21-06/18/21
Abigail Campos	150	Preschool Support	Expanded Lrng	03/08/21-06/30/21
Anthony Castaneda	96	Student Support	SPED	03/08/21-05/07/21
Lauren Castro	144	AVID Tutoring	Esperanza	03/16/21-06/15/21
Sandra Chavez	1	Aide Training	Tynes	02/26/21-03/26/21
Sandra Chavez	3	Aide Training	Lakeview	03/01/21-03/26/21
Kim Chiles	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Nhi Chiu	50	Health Svs Support	Health Svs	01/01/21-06/18/21
Carmen Coindreau Gonzalez	100	Translation Svs	SPED	01/04/21-06/18/21
Nicole Colon	105	Health Svs Support	Health Svs	01/16/21-06/18/21
Colleen Cook	2	Aide Training	Wagner	02/09/21-02/19/21
Danniell Crocker	3	Aide Training	Lakeview	03/01/21-03/26/21
Danniell Crocker	1	Aide Training	Tynes	02/26/21-03/26/21
Gregg Darcy	85	Student Support	Tynes	03/08/21-06/18/21
Mireya Debase	100	Health Svs Support	Health Svs	01/16/21-06/18/21
Uriel Delafuente	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Uriel Delafuente	54	AVID Tutoring	BYMS	03/16/21-06/15/21
Teresa De La Torre	120	Health Svs Support	Health Svs	01/16/21-06/18/21
Darlene De Leon	40	AVID Tutoring	Kraemer	03/15/21-06/17/21
Diana Diaz	25	Student Support	SPED	02/23/21-03/05/21
Sherry Di Croce	65	Student Bus Support	Brookhaven	03/08/21-06/18/21
Veronica Dorado	1	Aide Training	Tynes	02/26/21-03/26/21
Veronica Dorado	3	Aide Training	Lakeview	03/01/21-03/26/21
Angela Duenas	2	Aide Training	Wagner	02/09/21-02/19/21
Silvana Egizii	90	Student Support	Wagner	03/15/21-04/30/21
William Erickson	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Karen Estabrook	2	Aide Training	Wagner	02/09/21-02/19/21
Ashley Falls	2	Aide Training	Wagner	02/09/21-02/19/21
Stephanie Felix	2	Aide Training	Wagner	02/09/21-02/19/21
Adriana Ferrari	250	Health Clerk	Health Svs	01/01/21-06/18/21
Marlee Fleckenstein	3	Aide Training	YLHS	02/16/21-05/28/21
Ana Flores	35	Health Svs Support	Health Svs	01/16/21-06/18/21
Daisy Flores-Galaviz	74	AVID Tutoring	Valencia	03/16/21-06/15/21
Ellen Franklin	35	Student Support	Linda Vista	03/01/21-04/02/21
Ana Maria Garcia	120	Health Svs Support	Health Svs	01/16/21-06/18/21
Arthur Garcia	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Rebecca Garcia-Weston	182	Health Svs Support	Health Svs	01/16/21-06/18/21
Sara Gonzalez	200	Health Clerk	Health Svs	01/01/21-06/18/21
Jennifer Goodman	76	SPED Aide II	YLMS	02/01/21-06/18/21
Kimberly Granda	54	AVID Tutoring	BYMS	03/16/21-06/15/21
Kimberly Granda	34	AVID Tutoring	Valencia	03/16/21-06/15/21
Rachel Guerra	96	Student Support	Rose Drive	02/22/21-04/23/21
Amanda Guzman	54	AVID Tutoring	YLMS	03/16/21-06/15/21

<u>Short Term</u> (Cont'd)	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Amanda Guzman	58	AVID Tutoring	Tuffree	03/16/21-06/15/21
Tammie Hagen	10	Clerical Support	Health Svs	01/01/21-06/18/21
Hailey Harris	35	Student Support	Expanded Lrng	03/15/21-06/17/21
Andrew Hernandez	2	Student Bus Support	Woodsboro	02/16/21-02/26/21
Brandon Hoang	144	AVID Tutoring	Esperanza	03/16/21-06/15/21
Zan Hrubeniuk	35	Health Svs Support	Health Svs	01/16/21-06/18/21
Gina Jackson	40	Student Support	Van Buren	02/16/21-06/18/21
Katherine Jenkins	125	Health Svs Support	Health Svs	01/16/21-06/18/21
Jesus Jimenez	40	Student Support	Expanded Lrng	03/22/21-04/30/21
Kassidy Parks	100	Student Support	Wagner	01/04/21-05/14/21
Corbin King	2	Aide Training	Wagner	02/09/21-02/19/21
Theresa Kurvers	50	Student Support	Mabel Paine	03/01/21-05/28/21
Sarah Laitinen	85	Health Svs Support	Health Svs	12/01/20-06/18/21
Christopher Lawson	25	Student Support	Woodsboro	02/16/21-06/18/21
Joshua Lee	5	Student Bus Support	SPED	02/22/21-02/26/21
Joshua Lee	100	Student Support	Valadez	02/16/21-02/26/21
Priscilla Leichter	40	Student Support	Expanded Lrng	03/22/21-04/30/21
Robert Lemos	40	Custodial Training	Custodial Svs	03/01/21-03/05/21
Evniki Lister	100	Student Support	Rio Vista	03/01/21-04/30/21
Gail Lofdahl	1	Aide Training	Tynes	02/26/21-03/26/21
Gail Lofdahl	5	Student Bus Support	Lakeview	02/15/21-06/18/21
Gail Lofdahl	3	Aide Training	Lakeview	03/01/21-03/26/21
Ashley Lopez	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Christine Lopez	3	Aide Training	YLHS	02/16/21-05/28/21
Kevin Lopez	180	AVID Tutoring	Kraemer	03/16/21-06/15/21
Melissa Luna	180	AVID Tutoring	Valadez	03/16/21-06/15/21
Brian Madriz-Andrade	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Deborah Maney	100	Health Svs Support	Health Svs	01/16/21-06/18/21
Frank Manriquez	10	Student Bus Support	SPED	02/16/21-06/18/21
Camelia Martinez	100	Student Support	Van Buren	03/01/21-04/09/21
Patricia Martinez	100	Student Support	Wagner	01/04/21-03/26/21
Patricia Martinez	2	Aide Training	Wagner	02/09/21-02/19/21
Shevawn Maule	1	Aide Training	Tynes	02/26/21-03/26/21
Shevawn Maule	3	Aide Training	Lakeview	03/01/21-03/26/21
Robin McCormick	250	Health Clerk	Health Svs	01/01/21-06/18/21
Susan Medellin	105	Health Svs Support	Health Svs	01/16/21-06/18/21
Erica Mendez	1	Aide Training	Tynes	02/26/21-03/26/21
Erica Mendez	3	Aide Training	Lakeview	03/01/21-03/26/21
Laura Merica	100	Student Support	Tynes	02/16/21-05/14/21
Deborah Meyer	4	Student Support	El Dorado	03/20/21-04/10/21
Tracy Meyer	135	Health Svs Support	Health Svs	01/16/21-06/18/21
Lorely Meza	250	Health Clerk	Health Svs	01/01/21-06/18/21
Jasmine Mirdamadi	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Robert Moreno	24	AVID Tutoring	Valencia	03/16/21-06/15/21

<u>Short Term (Cont'd)</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Christine Montero	90	Health Svs Support	Health Svs	01/16/21-06/18/21
Jose Montoya	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Jose Montoya	27	AVID Tutoring	YLMS	03/16/21-06/15/21
Jennifer Nagata	1	Aide Training	Tynes	02/26/21-03/26/21
Jennifer Nagata	3	Aide Training	Lakeview	03/01/21-03/26/21
Lori Nakashima	100	Student Support	Van Buren	04/05/21-05/07/21
Lori Nakashima	100	Student Support	Van Buren	02/09/21-03/19/21
Kevin Negron	180	AVID Tutoring	Valadez	03/16/21-06/15/21
Berlinda Nichols	100	Student Support	Tynes	02/16/21-05/14/21
Chloe Padilla	100	Student Support	Tynes	03/08/21-06/18/21
Kassidy Parks	2	Aide Training	Wagner	02/09/21-02/19/21
Jakob Patino	84	AVID Tutoring	El Dorado	03/16/21-06/15/21
Elisabeth Pilgrim	250	Health Clerk	Health Svs	01/01/21-06/18/21
Nicole Polasky	30	Student Support	Topaz	03/10/21-06/16/21
Melanie Quiroz	70	Speech Svs Support	Tynes	02/15/21-06/18/21
Leslie Ramirez	65	Health Svs Support	Health Svs	01/01/21-06/18/21
Yvonne Rangel	100	Health Svs Support	Health Svs	01/16/21-06/18/21
Jennifer Reed	320	Health Svs Support	Health Svs	01/16/21-06/18/21
Joyce Rich	105	Health Svs Support	Health Svs	01/16/21-06/18/21
Andrea Rivera	180	AVID Tutoring	Kraemer	03/16/21-06/15/21
Yvonne Robledo	4	Student Support	El Dorado	03/20/21-04/10/21
Randi Rodarte	60	Student Support	Rose Drive	03/01/21-06/18/21
Amanda Rodriguez	16	AVID Tutoring	Kraemer	02/22/21-06/17/21
Maria Rodriguez	100	Health Svs Support	Health Svs	01/01/21-06/18/21
Yadira Rodriguez	1	Aide Training	Tynes	02/26/21-03/26/21
Yadira Rodriguez	3	Aide Training	Lakeview	03/01/21-03/26/21
Leslie Romero	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Elvira Ruiz-Hazlett	2	Aide Training	Wagner	02/09/21-02/19/21
Jessica Salgado	65	Student Bus Support	Brookhaven	03/08/21-06/18/21
Melissa Sams	3	Student Support	El Dorado	04/05/21-04/05/21
Akane Sanchez	58	AVID Tutoring	Tuffree	03/16/21-06/15/21
Akane Sanchez	24	AVID Tutoring	El Dorado	03/16/21-06/15/21
Martina Sandoval	150	ELPAC Testing	Ed Services	02/01/21-05/28/21
Linda Saouma	100	Student Support	Tynes	02/16/21-06/18/21
Rebekah Scheussler	60	Student Support	Expanded Lrng	03/22/21-04/30/21
Michelle Sellers	2	Aide Training	Wagner	02/09/21-02/19/21
Janice Simmons	250	Health Clerk	Health Svs	01/01/21-06/18/21
Phillip Streeter	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Debbie Spitz	135	Health Svs Support	Health Svs	01/16/21-06/18/21
Susan Swinfard	20	Clerical Support	Health Svs	02/20/21-06/26/21
Dawn Tagaloa	30	Clerical Support	Health Svs	01/01/21-06/18/21
Amy Takamoto	250	Health Clerk	Health Svs	01/01/21-06/18/21
Jenna Takamoto	50	Health Clerk	Health Svs	01/01/21-06/18/21
Anna Liza Tannehill	30	Student Support	Tynes	03/24/21-06/17/21

<u>Short Term (Cont'd)</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Tori Tonies	120	Health Svs Support	Health Svs	01/16/21-06/18/21
Anna Valencia	1	Aide Training	Tynes	02/26/21-03/26/21
Anna Valencia	3	Aide Training	Lakeview	03/01/21-03/26/21
Stephanie Vasquez-Torres	27	AVID Tutoring	YLMS	03/16/21-06/15/21
Matthew Vega	1	Aide Training	Mabel Paine	01/27/21-01/27/21
Matthew Vega	115	ELPAC Testing	Ed Services	02/23/21-05/28/21
Liliana Vitela	40	Student Support	Expanded Lrng	03/22/21-04/30/21
Kathy Wagner	1	Aide Training	Tynes	02/26/21-03/26/21
Kathy Wagner	3	Aide Training	Lakeview	03/01/21-03/26/21
Veronica Waldo	70	AVID Tutoring	Kraemer	03/15/21-06/17/21
Vanessa Waldo	70	AVID Tutoring	Kraemer	03/15/21-06/17/21
Christine Walker	100	Student Support	Tynes	02/16/21-06/18/21
Kimberly White	3	Aide Training	YLHS	02/16/21-05/28/21
Mandy Wolgamott	1	Aide Training	Tynes	02/26/21-03/26/21
Mandy Wolgamott	3	Aide Training	Lakeview	03/01/21-03/26/21
Elizabeth Woodling	120	Clerical Support	El Dorado	03/15/21-06/17/21
Ariel Ybarra	108	AVID Tutoring	Valencia	03/16/21-06/15/21
Ariel Ybarra	54	AVID Tutoring	YLMS	03/16/21-06/15/21
Daisy Zambrano	35	Student Support	Expanded Lrng	03/04/21-06/17/21
Daisy Zambrano	84	AVID Tutoring	Valencia	03/16/21-06/15/21

District Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Ailey Altamirano	Track & Field	El Dorado	\$2500	03/20/21-05/29/21
Jacob Adams	Track & Field	El Dorado	\$2500	03/20/21-05/29/21
Rod Bagheri	Musical Theater	YLHS	\$1000	01/04/21-03/31/21
David Ballard	Wrestling	Valencia	\$2812	12/01/20-02/28/21
Anthony Ballesterio	Boys Basketball	Esperanza	\$3580	03/12/21-05/22/21
Joseph Ballesterio	Boys Basketball	Esperanza	\$3069	03/12/21-05/22/21
Joseph (JoJo) Ballesterio	Boys Basketball	Esperanza	\$3069	03/12/21-05/22/21
Richi Burrell	Football	YLHS	\$3324	12/14/20-03/01/21
Kimberly Byrens	Girls Tennis	Esperanza	\$2557	02/22/21-05/08/21
Joey Cascio	Boys Soccer	Esperanza	\$3580	02/27/21-05/08/21
Lauren Castro	Girls Lacrosse	Esperanza	\$2557	03/12/21-05/22/21
Adam Corbin	Boys Basketball	El Dorado	\$3069	03/12/21-05/22/21
Brock Dunn	Track & Field	El Dorado	\$2000	03/20/21-05/29/21
Jacob Eazell	Boys Tennis	El Dorado	\$3324	04/07/21-05/15/21
Jacob Eazell	Girls Tennis	El Dorado	\$3574	02/22/21-05/08/21
Courtney Folsom	Girls Water Polo	El Dorado	\$250	12/28/20-03/27/21
Wesley Gilman	Track & Field	El Dorado	\$2000	03/20/21-05/29/21
Luke Hales	Wrestling	El Dorado	\$2812	03/05/21-05/15/21
Anthony Iannone	Girls Basketball	El Dorado	\$3580	03/12/21-05/22/21
Devin Malast	Swim	El Dorado	\$2807	03/13/21-05/22/21
Bill Nardi	Girls Tennis	Esperanza	\$3324	02/22/21-05/08/21

District Funded Co-Curricular Assignments (Cont'd)

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
David Nardi	Tennis	Esperanza	\$3324	03/01/21-05/15/21
Vishva Patel	Girls Tennis	El Dorado	\$250	02/22/21-05/08/21
Bradley Poma	Girls Swim	El Dorado	\$3830	03/13/21-05/22/21
Ashley Pruitt	Boys Volleyball	El Dorado	\$250	03/13/21-05/15/21
Gilbert Quintero	Wrestling	El Dorado	\$3580	03/05/21-05/15/21
Josh Rydbeck	Wrestling	Esperanza	\$1790	03/05/21-05/15/21
Timothy Sakoda	Girls Soccer	Esperanza	\$2569	03/12/21-05/22/21
John Skovira	Girls Tennis	El Dorado	\$250	02/22/21-05/08/21
David Spindler	Girls Tennis	El Dorado	\$2807	02/22/21-05/08/21
Bryan Swarm	boys Swim	El Dorado	\$3830	03/13/21-05/22/21
Brienne Trujillo	Girls Swim	El Dorado	\$2807	03/13/21-05/22/21
James Valverde	Girls Basketball	Esperanza	\$3080	03/12/21-05/22/21
Joe Vo	Boys Volleyball	El Dorado	\$2557	03/13/21-05/15/21
Peter Yatar	Girls Tennis	El Dorado	\$250	02/22/21-05/08/21
Nolan Yokowaga	Boys Basketball	Valencia	\$3069	12/01/20-02/28/21

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Nate Alam	Baseball	El Dorado	\$1500	03/19/21-05/29/21
Austin Avina	Football	YLHS	\$3324	02/23/21-04/17/21
Joseph Becerra	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Wyatt Carlson	Boys Basketball	El Dorado	\$1200	03/12/21-05/22/21
Joey Cascio	Boys Soccer	Esperanza	\$2557	12/01/20-02/28/21
Michael Case	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Dustin Cornejo	Boys Soccer	Valencia	\$2400	12/01/20-02/28/21
Michael Curran	Baseball	El Dorado	\$2500	03/19/21-05/29/21
Noah Davis	Boys Basketball	El Dorado	\$1200	03/12/21-05/22/21
Ryan Dickison	Football	Esperanza	\$3000	12/14/20-03/12/21
Steve Ditolla	Football	YLHS	\$2000	12/14/20-03/01/21
Bryen Emanuel	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Daniel Hart	Boys Volleyball	YLHS	\$3324	01/04/21-03/12/21
Diana Hurtado	Dance Team	Kraemer	\$1249	10/01/20-05/28/21
Alexandria Iannone	Girls Basketball	El Dorado	\$1569	03/12/21-05/22/21
James Kiefer	Baseball	El Dorado	\$2500	03/19/21-05/29/21
Taylor Lawson	Boys Basketball	El Dorado	\$3000	03/12/21-05/22/21
Isaac Liva	Girls Volleyball	El Dorado	\$1000	12/19/20-02/20/21
Richard Lugo	Baseball	El Dorado	\$2000	03/19/21-05/29/21
Mario Luna	Boys Soccer	Valencia	\$2400	12/01/20-02/28/21
Sabrina Lundberg	Song Coach	YLHS	\$4100	02/01/21-06/17/21
Devin Malast	Girls Water Polo	El Dorado	\$2557	12/28/20-02/27/21
Devin Malast	Boys Water Polo	El Dorado	\$2557	12/21/20-02/20/21
Hailey Manliguis	Girls Volleyball	El Dorado	\$1000	12/19/20-02/20/21
Carol Martinez	Event Supervision	El Dorado	\$600	07/01/20-06/30/21

Booster Funded Co-Curricular Assignments (Cont'd)

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Ryan Martinez	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Kristen Mason	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Russ McHale	Baseball	Esperanza	\$1500	03/19/21-05/28/21
Ron Mertins	Baseball	El Dorado	\$2500	03/19/21-05/29/21
Eren Miller	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Casey Monoszlay	Cross Country	YLHS	\$2557	01/04/21-03/13/21
David Neal	Boys Basketball	El Dorado	\$1500	03/12/21-05/22/21
Anthony Negron	Football	YLHS	\$3324	02/23/21-04/17/21
Jesus Oaxaca	Event Supervision	YLHS	\$3000	03/01/21-06/17/21
Randy Park	Girls Basketball	El Dorado	\$1500	03/12/21-05/22/21
Vishva Patel	Boys Tennis	El Dorado	\$1800	04/07/21-05/15/21
Vishva Patel	Girls Tennis	El Dorado	\$1800	02/22/21-05/08/21
Justine Pina	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Ashley Pruitt	Volleyball	El Dorado	\$2200	03/13/21-05/15/21
Jaden Pugh	Baseball	El Dorado	\$1000	03/19/21-05/29/21
Victoria Pugh	Girls Basketball	El Dorado	\$1500	03/12/21-05/22/21
Alejandra Quintero	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Bill Ray	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Brian Rivera	Boys Volleyball	El Dorado	\$1800	03/13/21-05/15/21
Christopher Rivera	Baseball	El Dorado	\$2500	03/19/21-05/29/21
Alfredo Roman	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Muneer Saied	Boys Basketball	El Dorado	\$2500	03/12/21-05/22/21
Jose Serna	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
John Skovira	Girls Tennis	El Dorado	\$1800	02/22/21-05/08/21
John Skovira	Boys Tennis	El Dorado	\$1800	04/07/21-05/15/21
Michael Stewart	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Anthony Tapan	Girls Basketball	El Dorado	\$1569	03/12/21-05/22/21
Amy Taylor	Event Supervision	YLHS	\$1000	03/01/21-06/17/21
Richard Toro	Event Supervision	YLHS	\$1500	03/01/21-06/17/21
Delaney Wheeler	Girls Volleyball	El Dorado	\$800	12/19/20-02/20/21
Elizabeth Woodling	Event Supervision	El Dorado	\$600	07/01/20-06/30/21
Peter Yatar	Boys Tennis	El Dorado	\$500	04/07/21-05/15/21
Peter Yatar	Girls Tennis	El Dorado	\$500	02/22/21-05/08/21
Michele Zaldin	Event Supervision	El Dorado	\$600	07/01/20-06/30/21

Child Care Program: Child Care Teacher I and Short-term Support Staff: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs/Day., All Sites; Eff 07/01/20-06/30/21

Employee

Vanessa Cazares
 Eliana Dopudja
 Vladimir Dyer
 Laura Herrera
 Sheila Jordan

Child Care Program: Child Care Teacher I and Short-term Support Staff: All sites, Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs/Day., All Sites; Eff 07/01/20-06/30/21 (Cont'd)

Employee

Lauren Josephs

Bryce Neff

Krista Perez

Noon Duty Supervisor; Substitute Noon Duty Supervisor; Short-term/Training: NTE 250 Hrs; 08/27/20-06/18/21

Employee

Site

Karina Chavez

Melrose

Alba Lopez

Melrose

Herlinda Lopez

Melrose

Evangelina Lozoya

Melrose

Krystal Sanchez

Melrose

Erin Urbina

Melrose

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **CERTIFICATED HUMAN RESOURCES REPORT**

DATE: April 13, 2021

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.”

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Samiya Hai	YLHS	Teacher	03/15/21
Lynna Hwang	YLMS	Teacher	06/18/21

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Anita Schuber	Fairmont	Teacher	04/14/21 Revised

Change of Status

<u>Employee</u>	<u>Site</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Krystal Sypherd	Spec Ed	Speech Therapist, 60%	Speech Ther, 80%	02/01/21
Jessica Worley	Spec Ed	Speech Therapist, 90%	Speech Ther, 100%	02/01/21

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Katelyn Ball	Teacher	Kraemer	Child Bonding	02/16/21-05/17/21
Marita Buckley	Teacher	Travis MS	Medical	03/20/21-04/08/21
Veronica Chavez-Vergara	Teacher	Valadez	Medical	04/20/21-05/04/21
Elaine Craik	TOSA	Spec Ed	Maternity/Child Bond	04/05/21-11/29/21
Jennifer Delaney	Teacher	Travis Elem	Medical	05/17/21-06/18/21
Rachel Friedrichs	Teacher	Woodsboro	Intermittent Family Leave	04/08/21-06/10/21
Kara Gerry	Teacher	Valencia	Child Bonding	02/25/21-05/27/21
Jody Hay	Speech Pathologist	Melrose	Medical	04/01/21-05/14/21
Kristina Mahan	Autism Supv	Spec Ed	Medical	03/11/21-03/24/21
Kristin Mc Donald	Asst Principal	Golden	Medical	03/22/21-04/30/21
Jennifer Miracle	Resource Specialist	Rio Vista	Medical	03/15/21-05/15/21
Bernadette Osborne	Teacher	Travis Elem	Medical	04/06/21-04/09/21
Michelle Serigstad-Miller	Teacher	YLMS	Maternity	04/05/21-06/18/21

Return from Leave of Absence

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Tiffany Eliot	Lakeview	Teacher	03/01/21
Jing Guo	Parkview	Teacher	03/15/21

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Effective</u>
Stephanie Dang	Speech Therapist	Spec Ed	Temp	03/17/21
Irma Vargas	SDC	Lakeview	Temp	03/01/21
Amelia Wales	Elementary	Wagner	Temp	03/01/21

Extra Periods

<u>Employee</u>	<u>Site</u>	<u>Subject</u>	<u>Increase Contract</u>	<u>Effective</u>
Brandon Amaral	Valencia	AP Music	1/6	02/09/21-06/18/21

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Pamela Alexander	Fairmont	Admin Support	\$25	15	02/16/21-03/05/21
Jessica Anguiano	Melrose	RTI Support	\$27	330	03/08/21-06/18/21
Angelina Avila-Perez	Mabel Paine	Translator	\$25	15	01/04/21-06/18/21
Jenna Bailey	YLHS	PSAT Proctor	\$25	7	01/25/21-01/27/21
Phoebe Beckman	Spec Ed	Sped Support	\$25	100	02/16/21-06/17/21
Tamara Beeuwsaert	Ed Svs	Admin Support	Per Diem	82/Day	03/02/21-06/30/21
Priscilla Bishop	Ed Svs	CAASPP Coord	\$25	19	03/01/21-06/11/21
Rodney Boaz	Valencia	Tech Support	\$25	32	03/01/21-06/30/21
Jodi Bonk	YLMS	GATE Night Coord	\$25	10	02/16/21-06/17/21
Shani Boone	Spec Ed	Assessment Support	\$25	50	02/19/21-06/17/21
Joel Bradford	YLHS	Admin Support	\$25	200	01/04/21-06/18/21
Stephanie Brock	Tuffree	Corrective Min Supv	\$25	15	02/16/21-06/17/21
Hollis Cruse	Ed Svs	SST Facilitator	\$25	75	02/01/21-06/30/21
Richard Dinh	YLHS	Interim Principal	Per Diem	44/Day	01/04/21-03/09/21
Vicki Dinh	Glenknoll	Sub Support	\$25	12	03/03/21-03/26/21
Carrie Fain	Fairmont	Sub Tchr Support	\$27	300	04/13/21-06/17/21
Stephen Fallor	Alt Ed	Art Show	\$25	20	02/22/21-06/04/21
Nataly Garcia	Esperanza	RTI Support	\$27	40	03/01/21-06/17/21
Blanca Gibbons	Ed Svs	Translation	\$25	1	01/14/21-01/14/21
Jason Goettsche	Esperanza	RTI Support	\$27	40	03/01/21-06/17/21
Corina Harnett	Valencia	WASC Coordinator	\$25	120	04/13/21-06/30/21
Lauren Hartshorne	Ed Svs	Prof Dev	\$25	40	01/04/21-06/30/21
Patricia Hiraga Nitzel	Health Svs	AED/CPR Coord	\$25	30	08/28/20-06/30/21
Rubin Hwang	YLMS	Sub Support	\$25	200	09/01/20-06/18/21
Karla Jones	Ed Svs	PE Leadership Mtg	\$25	3	02/22/21-02/22/21
Joshua Linen	Spec Ed	Sub Support	\$25	115	01/25/21-06/18/21
Jon Matson	Ed Svs	Family Resources	\$25	230	02/01/21-05/31/21
Stacy Owens	Bryant Ranch	After School Tutor	\$27	10	09/01/20-06/17/21

Extra Duty Assignments (Cont'd)

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Stacy Owens	Bryant Ranch	Curriculum Dev	\$25	4	02/01/21-06/17/21
Cozette Pettitt	Alt Ed	Night School	\$27	40	02/16/21-06/04/21
Cozette Pettitt	Alt Ed	Night School Prep	\$25	25	03/02/21-06/04/21
Jenna Redwine	Ruby Dr	Tutoring Planning	\$25	5	03/15/21-06/17/21
James Rettela	YLHS	Curriculum Dev	\$25	10	12/15/20-02/15/21
Liliana Reyes	Ed Svs	EL Prof Dev	\$25	10	01/04/21-06/30/21
Anna Reynolds	YLMS	After School Tutor	\$27	12	04/07/21-06/16/21
Susan Roppa	Spec Ed	TOSA Support	\$25	100	01/13/21-06/17/21
Susan Roppa	Spec Ed	Classroom Support	\$27	150	12/01/20-01/29/21
Susan Rotkosky	El Camino	Credit Recovery	\$25	20	02/01/21-06/30/21
Neena Sethi	Morse	Sub Support	\$25	51	02/22/21-05/17/21
RebeccaLee Smith	Bryant Ranch	After School Tutor	\$27	10	09/01/20-06/17/21
Grace Sohn	YLMS	Translating	\$25	2	02/17/21-06/17/21
Gail Spear	Ed Svs	ELPAC Testing	\$25	150	03/15/21-05/28/21
Steven Steichen	YLMS	PE Leadership Mtg	\$25	1	02/22/21-02/22/21
Debra Storing	Ed Svs	Prof Dev Instruction	\$27	60	02/22/21-06/03/21
Leigh Ann Swarm	Esperanza	Tutoring	\$27	56	03/01/21-06/17/21
Mark Switzer	El Dorado	Video Production	\$25	20	02/15/21-03/19/21
James Thorne	Valencia	Val Tech Program	\$25	24	02/01/21-06/18/21
Dana Zywieci	YLHS	ELD Tutoring	\$27	85	01/04/21-06/18/21

Bryant Ranch, Curriculum Development, \$25/Hr., 09/01/20-06/17/21

<u>Employee</u>	<u>NTE Hours</u>
Patricia Chong	4
Hollis Cruse	4
Kristi Langsdale	5
Elana Leiken	10
Jill McClain	10
Nicole Muroaka	4
Sara Partida	3
Tammy Platt	5
RebeccaLee Smith	4
Andrea Taylor	3
Melanie Yoshimura	5

Educational Services, Algebra 1 Pacing Professional Development, \$25/Hr., NTE 2 Hrs., 01/25/21-06/11/21

Gasper Bejarano
 Danielle Sabia
 Wendy Umekubo

Educational Services, Algebra 2 Pacing Professional Development, \$25/Hr., NTE 2 Hrs., 01/25/21-06/11/21

Jaclyn Chavez
Heather Truman
Matt Varney

Educational Services, AVID Vertical Articulation Mtg, \$25/Hr., NTE 1 Hr., 02/13/21-04/15/21

Karen Aleksic
Debra Ayala
Sheila Chew
Phallin Chhe
Andrea Cronin
Nicholas DeHaven
Rossana Hamilton
Corinna Harnett
Chris Henry
Jackson Keller
Darshelle Lapworth
Beth Mazurier
Clarivel Munoz
Sage Newman
Amanda Peronto
Gerardo Rodriguez
Kim Schultz
Will Stanley
Rosina Talamantes
Noelle Toxqui
Nathan Vega

Educational Services, Geometry Pacing Professional Development, \$25/Hr., NTE 2 Hrs., 01/25/21-06/11/21

Laura Crays
Olivia Goldberg
Amber Juarez

Educational Services, Kinder Assessments, \$27/Hr., NTE 14 Hrs., 01/07/21-03/31/21

Tamara Borrego
Lisette Garcia
Adriana Garcia-Ruiz
Katie Gotovac
Kim Griffin
Laurie Gurley
Cara Johnson
Andrea Jones
Tami LaMagna

Educational Services, Kinder Assessments, \$27/Hr., NTE 14 Hrs., 01/07/21-03/31/21 (Cont'd)

Jacqueline Laporte
Susy Magana
Rachel Moss
Yeni Osuna-Pasillas
Patricia Page
Grace Stutz
Mark Ukes
Michelle Whaley
Eva C. Ybarra

Educational Services, Math Instructional Strategies, \$25/Hr., NTE 10 Hrs., 03/01/21-06/30/21

Katherine DeGraffenreid
Stephanie Dempsey
Susan Rotkosky

Educational Services, McKinney-Vento Student Support, \$27/Hr., 03/01/21-06/17/21

<u>Employee</u>	<u>NTE Hours</u>
Sydney Cisneros	90
Bianka Dominguez	26
Kasidy Gibo	26
Sarah Lu	25
Jason Stewart	22

Educational Services, McKinney-Vento Tutoring, \$27/Hr., NTE 30 Hrs., 04/05/21-06/18/21

<u>Employee</u>	<u>NTE Hours</u>
Alique Cherchian	30
Jocelyn Crecia	30
James Goodwin	80
Juliet Yoo	30

Educational Services, PBIS Mtg, \$25/Hr., NTE 3 Hrs., 02/16/21-03/15/21

Gaspar Bejarano
Joel Bradford
Jaclyn Chavez
Nereida Nunez
Tayler Perez
Catherine Petz
Kevin Shanahan
Sarah Shay
Kristi Stedman
Matthew Stine

Educational Services, Preppy Kinder Assessments, \$27/Hr., NTE 14 Hrs., 01/04/21-06/30/21

Lisa Dominguez
Victoria Farer
Amanda Guy
Anell Nevarez-Carrera
Veronica Pena

Educational Services, School Reopen Transition Team Planning, \$25/Hr., NTE 15 Hrs., 03/22/21-06/30/21

Michele Alberto
Angelina Avila-Perez
Nathan Babcock
Elvira Bermudez
Suzanne Bilhartz
Kristi Coan
Cynthia Davila
Marcie Duran
Jeff Evans
Antonia Finn
Aleah Gonsalves
Joy Goodrich
Grace Gordon
Victoria Groscost
Susan Gruber
Laurie Gurley
Amy Henderson
Sheryl Hess
Janeen Hill
Melissa Holo
Megan Hulen
Jana Jones
Alesa Kerr
Ashmi Mehta
Deborah Meyers
Lena Miller
Roberto Mora
Carey Mottershead
Brieanna Patriquin
Carrie Pipkin
Erin Pon
Aimee Pope
Jamie Randall
Karen Samet
Pat Shea
Jamie Shipe

Educational Services, School Reopen Transition Team Planning, \$25/Hr., NTE 15 Hrs., 03/22/21-06/30/21 (Cont'd)

Tami Tang
Claire Viele
Teresa Vitelli
Haley Whyte
Kelly Willey

Educational Services, Science Curriculum Pilot, \$25/Hr., NTE 2 Hrs., 03/01/21-06/30/21

Nicole Aquino
Erica Aronson
Brady Bilhartz
Rebecca Bonet Correa
Britney Brown
Linda Crossno
Stephanie Dondanville
Sharon Farrell
Tom Freeman
Lisa Gersbacher
Jesse Gomez
Connor Hipwell
Leina Howard
Matthew Mason
Sergio Narez
Kressler Nguyen Valdez
Kathryn Oberle
Zach Pettitt
Jason Pietsch
Jennifer Pilkenton
Leslie Rose
Thomas Storing
Adeline Tang
April Vanderhook
Greg Walls
Jocelyn Young

Educational Services, Teacher Collaboration, \$25/Hr., NTE 1 Hr., 01/07/21-02/28/21

Ryan Durocher
Kelly Fritz
Jeffrey Schumerth
Veronica Van Deventer

Educational Services, World Languages Professional Development, \$25/Hr., NTE 6 Hrs., 03/01/21-06/30/21

David Hatori
Catrina Lim
Alice Lin
Daniel Myers
Nereida Nunez
Priscilla Stremiz
Natasha Ulibarri

El Camino, CSI Professional Development, \$25/Hr., NTE 20 Hrs., 02/01/21-06/30/21

Christine Bonner
Jennifer DiCarlo
Marquise Hawley
Susan Rotkosky

El Dorado HS, Skills Days/Open Studio/Open Lab, \$27/Hr., 02/01/21-06/30/21

<u>Employee</u>	<u>NTE Hours</u>
Jessica Dutton	16
Jim Fox	27
Kathy Oberle	50
Zach Pettit	16
Audra Ross	27
Stephanie Shirey	40
Mark Switzer	27

Esperanza HS, Skills Days/Open Studio/Open Lab, \$27/Hr., 01/04/21-06/30/21

<u>Employee</u>	<u>NTE Hours</u>
Scott McDonough	50
Susan Sawyer	50
Jeff Wallace	90

Glenview, Yearbook, \$25/Hr., NTE 5 Hrs., 03/25/21-06/17/21

Jorge Garcia
Susy Magana
Carla Martin

Health Services, AED/CPR Instruction, \$27/Hr., NTE 30 Hrs., 08/28/20-06/30/21

<u>Employee</u>	<u>NTE Hours</u>
Lori Bultsma	10
Michelle DeHaven	30
Patricia Hiraga Nitzel	30
Jennifer Lopez	30
Elise Saylor	30

Melrose, AVID Parent and Staff Mtgs, \$25/Hr., NTE 4 Hrs., 03/01/21-06/18/21

Sarah Del Aguila

Isabel Escobedo

Topaz, Report Card Translation, \$25/Hr., NTE 10 Hrs., 09/01/20-06/18/21

Elvira Bermudez

Rossana Hamilton

Minerva Pena

Stephanie Valdez-Schrader

Travis Ranch Elem, After School Professional Development, \$25/Hr., NTE 2 Hrs., 02/24/21-03/03/21

Elizabeth Beach

Nicole Rodriguez

Emily Taylor

Travis Ranch MS, Collaboration, \$25/Hr., NTE 2 Hrs., 03/01/21-04/30/21

Gina Beelner

Cari Briggs

Ann Libo-On

Mary Volland-Chapluk

Tuffree, Professional Development, \$25/Hr., 03/13/21-06/05/21

<u>Employee</u>	<u>NTE Hours</u>
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Stephanie Brock	8
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Lindsay Parsons	10
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Tynes, GATE Planning, \$25/Hr., NTE 7 Hrs., 02/01/21-06/15/21

Carin Benner

Janelle Gullotti

Carolyn Kim

Valencia HS, Skills Days/Open Studio/Open Lab, \$27/Hr., 02/01/21-06/30/21

<u>Employee</u>	<u>NTE Hours</u>
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Brady Bilhartz	40
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Rebecca Bonet	30
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Linda Crossno	30
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Sherrie Olive	20
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Leslie Rose	10
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Lauren Schultz	20
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Brent Shenton	30
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Jocelyn Young	20
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Yorba Linda HS, Skills Days/Open Studio/Open Lab, \$27/Hr., 02/01/21-06/30/21

<u>Employee</u>	<u>NTE Hours</u>
Bryan Bloom	25
Richard Cadra	25
Sharon Farrell	25
Kelly Fritz	70
Jesse Gomez	25
Brent Hendry	70
Connor Hipwell	25
Jennifer Pilkenton	25
Jeff Schumerth	70
Greg Walls	30
Tiffany Ward	25

Yorba Linda HS, Tutoring, \$27/Hr., 03/01/21-06/18/21

<u>Employee</u>	<u>NTE Hours</u>
Jon Aed	32
Gaspar Bejarano	32
Kylie Chen	32
Sharon Farrell	32
Jesse Gomez	32
Jason Pietsch	65
Jennifer Pilkenton	32
Gabrielle Stephenson	32
Tiffany Ward	32

Stipends

<u>Employee</u>	<u>Site</u>	<u>Duty</u>	<u>NTE Amount</u>	<u>Effective</u>
Carin Benner	Tynes	Lead Teacher	\$675	03/01/21-06/18/21

Esperanza, ROTC Summer Program, monthly salary, 06/21/21-08/25/21

<u>Employee</u>
Mohammad Hossain
Billy Scott McDonough

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Connie Ballesterio	Esperanza	Girls Basketball	\$2569	03/12/21-05/22/21
Britney Brown	El Dorado	Hd Boys Volleyball	\$3324	03/05/21-05/15/21
Britney Brown	El Dorado	Hd Volleyball	\$250	03/05/21-05/15/21
Melissa Chavez	El Dorado	Hd Girls Golf	\$972	03/20/21-05/29/21
Zachary LaMonda	El Dorado	Hd Track & Field	\$3272	03/20/21-05/29/21
Steve Lawson	El Dorado	Hd Girls Wrestling	\$3580	03/05/21-05/15/21
Steve Lawson	El Dorado	Hd Wrestling	\$972	03/05/21-05/15/21
William M. Lucas	El Dorado	Hd Baseball	\$3836	03/19/21-05/29/21
William M. Lucas	El Dorado	Baseball	\$972	03/19/21-05/29/21

District Funded Co-Curricular Assignments (Cont'd)

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Matthew Mahoney	Valencia	Hd Girls Wrestling	\$3830	12/01/20-02/28/21
Ryan Mounce	El Dorado	Hd Boys Golf	\$3069	03/20/21-05/29/21
Ryan Mounce	El Dorado	Hd Boys Basketball	\$4802	03/12/21-05/22/21
Rolfe Nasr	El Dorado	Golf	\$972	03/20/21-05/29/21
Danny Ortega	Valencia	Hd Boys Basketball	\$4552	12/01/20-02/28/21
Jeff Picou	El Dorado	Baseball	\$3784	03/19/21-05/29/21
Ken Putnam	El Dorado	Boys Golf	\$3529	03/20/21-05/29/21
Calen Rau	Valencia	Academic Coach	\$3069	12/01/20-05/31/21
Jason Sweet	El Dorado	Hd Track & Field	\$3836	03/20/21-05/29/21
Kevin Sweet	El Dorado	Boys Basketball	\$4041	03/12/21-05/22/21

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Brian Fortenbaugh	YLHS	Football	\$3124	12/14/20-03/01/21
Nicholas Gerasimou	YLHS	Football	\$2824	12/14/20-03/12/21
Dana Gigliotti	YLHS	Event Supv/Game Mngmt	\$1000	03/01/21-06/17/21
Tammie Platt	YLHS	Event Supv/Game Mngmt	\$1000	03/01/21-06/17/21
Dennis Riggs	YLHS	Event Supv/Game Mngmt	\$1000	03/01/21-06/17/21
Greg Walls	YLHS	Event Supv/Game Mngmt	\$1000	03/01/21-06/17/21
Lloyd Walls	YLHS	Event Supv/Game Mngmt	\$1000	03/01/21-06/17/21

Substitute Teachers, 2020-2021 SY

Kristine Hernandez
Jeff Jepsen
Christina Kim
Alexa Lanning
Lauren McHugh
Emily Miramontes
Zach Nash
Christianne Sainz

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **RESOLUTION NO. 20-26 - CALIFORNIA WEEK OF THE TEACHER**

DATE: April 13, 2021

BACKGROUND: The Board periodically issues proclamations in recognition of important school-related observances to highlight the outstanding services that our employees dedicate to students of the Placentia-Yorba Linda Unified School District.

RATIONALE: This year's California Week of the Teacher will be on May 9-15, 2021. This is a time for honoring teachers and recognizing the lasting contributions that they make to students' lives. The PYLUSD has a cadre of excellent teachers who devote their lives to giving students the best education possible. Our students often receive local, state, and national academic awards, which is a result of strong academic preparation. Celebrating this day is a way to celebrate the teaching profession and acknowledge the many contributions of teachers.

FUNDING: No cost to the district

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 of our district."

RECOMMENDATION: Adopt Resolution No. 20-26 designating the week of May 9-15, 2021 as California Week of the Teacher.

PREPARED BY: Martha Suarez, Administrative Secretary

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-26

California Week of the Teacher Proclamation

WHEREAS California's teachers are among the best educated, most credentialed and hardest-working educators in the country; and

WHEREAS, the prosperity of our state and our nation is determined by the skills and abilities of the next generation; and

WHEREAS, our students depend on educators to guide them on the road to success; and

WHEREAS, the innovation, creativity, and problem-solving skills needed to maintain California's leading edge derives from the quality of its teachers; and

WHEREAS, teacher quality depends on a citizenry that values education and provides the resources needed to support it; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom;

NOW, THEREFORE, BE IT RESOLVED, that the Placentia-Yorba Linda Unified School District Board of Education designates May 9-15, 2021, as "California Week of the Teacher." The Board encourages all students, parents, and school district employees to participate in celebrations that express and show appreciation to the amazing teachers throughout the Placentia-Yorba Linda Unified School District.

AYES:

NOES:

ABSENT:

State of California)
)
County of Orange)

Approved by the Governing Board of the Placentia-Yorba Linda Unified School District on April 13, 2021.

Karin Freeman
President, Board of Education

Dr. James Elsasser
Secretary, Board of Education

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: RESOLUTION NO. 20-27 – CLASSIFIED SCHOOL EMPLOYEE WEEK

DATE: April 13, 2021

BACKGROUND: The Board periodically issues proclamations in recognition of important school-related observances to highlight the outstanding services that our employees dedicate to students of the Placentia-Yorba Linda Unified School District.

RATIONALE: This year's Classified School Employee Week in May 16-22, 2021. The PYLUSD has a cadre of top-notch extraordinary school secretaries, clerical staff, teacher aides, maintenance personnel, custodians, bus drivers, and other classified professionals who greatly contribute essential everyday operations of all PYLUSD schools. They are often the friendly faces that visitors to our school district first see while others are the people "behind the scenes." Altogether, they are the extraordinary individuals who perform essential work.

Celebrating Classified School Employee Week is a thank you to our classified staff and acknowledges their many contributions.

FUNDING: No cost to the district

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 of our district."

RECOMMENDATION: Adopt Resolution No. 20-27 designating the week of May 16-22, 2021 as Classified School Employee Week.

PREPARED BY: Martha Suarez, Administrative Secretary

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-27

Classified School Employee Week

WHEREAS Classified school employees are extraordinary workers who provide essential services and contribute to the everyday operations of our schools; and

WHEREAS, Classified school employees are often the first faces who greet visitors to our school district; and

WHEREAS, Classified employees are hardworking, dedicated professionals, many of whom are often “behind the scenes” keeping our operations running smoothly; and

WHEREAS, Classified employees are important members of our Placentia-Yorba Linda Unified School District team;

NOW, THEREFORE, BE IT RESOLVED, that the Placentia-Yorba Linda Unified School District Board of Education designates May 16-22, 2021, as “Classified School Employee Week.” The Board salutes our classified employees and encourages the community to thank them for being extraordinary workers who provide essential work. They make the PYLUSD an enjoyable place to go to school.

AYES:

NOES:

ABSENT:

State of California)

)

County of Orange)

Approved by the Governing Board of the Placentia-Yorba Linda Unified School District on April 13, 2021.

Karin Freeman
President, Board of Education

Dr. James Elsasser
Secretary, Board of Education

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **BOARD POLICY 5128.6, *REQUIREMENTS FOR A HIGH SCHOOL DIPLOMA FOR UNIQUE STUDENT GROUPS (PROMISE DIPLOMA)*, FIRST READING**

DATE: April 13, 2021

BACKGROUND: The California Department of Education outlines the minimum requirements of high school graduation in Education Code 51225.3. Many local educational agencies add additional requirements to provide a well-rounded education to their students and provide pathways to college and career readiness.

RATIONALE: The COVID-19 pandemic has highlighted the difficulties faced by several student groups in attaining the requisite credits for a high school diploma. Inspired by lessons learned from the pandemic, this Board Policy would permit specific student groups to meet the California minimum requirements for graduation and still receive a diploma from their current high school.

FUNDING: No cost to the district

BOARD FOCUS AREA: This board agenda item supports Focus Area 4.0, *Safe and Respectful Environment* – “A safe and respectful environment is essential to student success. We foster a culture that promotes the emotional health, safety, and well-being of students, staff, and parents.”

RECOMMENDATION: Establish Board Policy 5128.6, *Requirements for a High School Diploma for Unique Student Groups (Promise Diploma)*, first reading.

PREPARED BY: Dr. Cary Johnson, Executive Director

BOARD POLICY

Placentia-Yorba Linda Unified School District

Students

5128.6 - BP

REQUIREMENTS FOR A HIGH SCHOOL DIPLOMA FOR UNIQUE STUDENT GROUPS (PROMISE DIPLOMA)

The Board of Education establishes the following requirements for the satisfactory completion of a high school program of study and for the granting of the diploma of graduation for unique student groups. The State of California outlines the minimum requirements for a diploma in Education Code 51225.3. Additionally, Education Code 51225.1 permits a district to provide this option to qualifying students in foster care, students who are homeless, children of military families, migratory students, students participating in a Newcomer Program, or former juvenile court students. The Board of Education also grants the right of students with disabilities to access this diploma upon agreement by an Individualized Education Plan team. All other unique student groups identified by this policy may access the diploma upon recommendation by the principal or designee. To earn the diploma, the student will:

1. Successfully complete a minimum of 130 credits. (To be applied toward the completion of this requirement, any credit taken outside of the district program while attending a district high school must be approved in advance by the principal or his designee and by the parent/guardian and must relate to identified goals of the student.)
2. Successfully complete the specific requirements as indicated below:
 - A. Language Arts: 3 years 30 credits

<u>Language Arts 1</u>	<u>10 credits</u>
<u>Language Arts 2</u>	<u>10 credits</u>
<u>Language Arts 3 or approved LA electives</u>	<u>10 credits</u>
 - B. Mathematics: 2 years 20 credits

Ten (10) credits of Algebra I or its equivalent as established in administrative regulations are required for graduation. Acceptable completion of this course prior to ninth grade will meet this requirement.
 - C. Social Science: 3 years 30 credits

<u>World History/Culture/Geography</u>	<u>10 credits</u>
<u>U.S. History/Geography</u>	<u>10 credits</u>
<u>U.S. Government</u>	<u>5 credits</u>
<u>Economics</u>	<u>5 credits</u>
 - D. Science: 2 years 20 credits

To include instruction in biological and physical science

E. Physical Education/Wellness 20 credits

F. Visual or Performing Arts, World Language, Career Technical Education
10 credits

Visual or Performing Arts includes courses from the fields of art, music, drama, humanities, and dance. Dance may not be taken for both fine arts and physical education credit.

3. Maintain an acceptable level of citizenship during the period of high school enrollment up to and including the final graduation ceremony.

4. Transfer students must meet all requirements for high school graduation established by the State of California. Transfer students who had met the requirements of their former districts prior to enrollment will be required to meet only those requirements of this district which may reasonably be expected during the time remaining in the normal four-year period of attendance. A minimum of 20 credits must be completed in residence. An evaluation indicating remaining requirements shall be made immediately upon receipt of transfer records. This evaluation shall be interpreted to each student and parent/guardian concerned. Principals or their designated representatives shall have the authority to exercise discretion in this matter.

Principals have the designated authority to resolve issues that may arise in the transition periods caused by changes in graduation requirements.

Administrative regulations shall be developed to facilitate the implementation of this policy.

Policy adopted:

TO: Dr. James Elsasser, Superintendent

FROM: Dr. Linda Adamson, Assistant Superintendent, Educational Services

SUBJECT: **ADOPTION OF NEXT GENERATION SCIENCE STANDARDS (NGSS)
CURRICULUM FOR GRADES KINDERGARTEN – FIVE**

DATE: April 13, 2021

BACKGROUND: In accordance with Board Policy 6161, recommendations are made to the Board of Education for the adoption of basic and supplementary textbooks.

RATIONALE: In December 2018, a Science Steering Committee was assembled to receive Next Generation Science Standards training and evaluate publisher materials to recommend for piloting. The steering committee teachers participated in an intense three-day Toolkit for Instructional Materials Evaluation (TIME) training through the OCDE, attended a Materials Fair, and pre-screened materials from state-approved publishers. The steering committee selected programs for piloting in October 2019. The K - 5 Steering Committee and Pilot Teachers reached a consensus to recommend Twig Science on February 19, 2020, for adoption. These recommendations were presented to the Curriculum Council on February 25, 2020. The Curriculum Council reached a consensus to recommend Twig Science to Educational Services. As required, the recommended Twig Science went through the 30-day review process in March of 2021. Due to COVID-19 restrictions, Twig's instructional materials were posted digitally for all to review. Grades kindergarten to five families were provided with links to all grade-level modules and their respective lessons. In addition, the links to the materials were posted on the District website.

FUNDING: Budgeted unrestricted general funds, NTE: \$2,400,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 2.0, *Effective Instruction and Leadership* – “A dynamic, high-quality instructional 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 the adoption of the Twig Science curriculum for Grades kindergarten to five for partial implementation by the previous pilot teachers in the 2021-22 school year and full implementation in the 2022-23 school year.

PREPARED BY: Tamie Beeuwsaert, Interim Director

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

APPROVE TEXTBOOK ADOPTION – GRADES K - 5

COURSE	INSTRUCTIONAL MATERIALS (Grade-level Modules)
Kindergarten	My Big Nature Adventure Marble Run Engineer Be Prepared I Can
1 st grade	Museum of Leafology Animal Reporters Shadow Town Patterns in the Sky
2 nd grade	The Spotlight My Journey West Master of Materials Save the Island A Garden for Life
3 rd grade	The Pet Problem The Ultimate Playground Welcome to the Biodome How to Survive and Ice Age Weather Warning HQ
4 TH grade	Catapult Challenge Egg Racers Sparks Energy, Inc. Time-Traveling Tour Guides Earthquake Engineering Super Survivors
5 th grade	The Haunted House Matter Mysteries Hotline Yellowstone: Uncovered H2O Response Team Galactic Guidebook

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **REFUNDING GENERAL OBLIGATION BONDS
RESOLUTION NO. 20-24**

DATE: April 13, 2021

BACKGROUND: On March 5, 2002, the District approved the issuance of general obligation bonds in an amount not-to-exceed \$102,000,000 ("Measure Y"). Pursuant to Measure Y, the District issued several series of bonds, including \$29,999,744 of its 2002 Series B and \$26,999,610 of its 2002 Series C, both of which series were refunded on October 30, 2012, when the District issued \$44,120,000 of its 2012 General Obligation Bonds (the "2012 Refunding Bonds").

On February 5, 2008, the voters of the District approved the issuance of not-to-exceed \$200,000,000 of general obligation bonds ("Measure A"). Pursuant to Measure A, the District previously issued several series of bonds, including \$26,493,547 of its 2008 Series B (the "2008B Bonds"), and \$27,278,918 of its 2008, Series D (the "2008D Bonds"). On June 25, 2015, the District also issued \$64,475,000 of its 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds"). The 2012 Refunding Bonds, the 2008B Bonds, the 2008D Bonds, and the 2015 Refunding Bonds are referred to as the "Prior Bonds".

The District now desires to refinance portions of the Prior Bonds (in other words, refinancing the "Refunded Bonds"), thereby generating savings for District taxpayers, through the issuance of general obligation refunding bonds (the "Refunding Bonds") pursuant to Government Code Section 53550 *et seq.* By law, all benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the final maturity date of the Refunded Bonds.

RATIONALE: It is proposed that the District utilize the current low interest rate environment and issue the 2021 GO Refunding Bonds to refund the 2012 Refunding Bonds, the 2008B Bonds, the 2008D Bonds, and the 2015 Refunding Bonds. The 2021 GO Refunding Bonds are projected to produce approximately \$62.7 million in gross savings and would lower the tax rate for the taxpayers within the District's boundaries. Resolution No. 20-24 is required in order for the District to issue the 2021 GO Refunding Bonds.

FUNDING: No fiscal impact

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: Adopt Resolution No. 20-24 authorizing the issuance of Placentia-Yorba Linda Unified School District 2021 General Obligation Refunding Bonds.

PREPARED BY: David Giordano, Assistant Superintendent, Business Services

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-24

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (ORANGE COUNTY, CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Placentia-Yorba Linda Unified School District (the "District"), Orange County, California (the "County"), on March 5, 2002 (the "2002 Election") and thereafter canvassed pursuant to law;

WHEREAS, at the 2002 Election there was submitted to and approved by the requisite fifty-five percent or more of the voters of the District voting on a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$102,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "2002 Authorization");

WHEREAS, pursuant to the 2002 Authorization, the District previously caused the issuance of \$29,999,744 of Placentia-Yorba Linda Unified School District (Orange County, California) General Obligation Bonds, 2002 Election, Series B (the "2002B Bonds") and \$26,999,610.15 of Placentia-Yorba Linda Unified School District (Orange County, California) General Obligation Bonds 2002 Election, Series C (the "2002C Bonds");

WHEREAS, on October 30, 2012, the District issued \$44,120,000 of Placentia-Yorba Linda Unified School District (Orange County, California) 2012 General Obligation Refunding Bonds in order to refund the 2002B Bonds and the 2002C Bonds (the "2012 Refunding Bonds");

WHEREAS, a duly called election was held in the Placentia-Yorba Linda Unified School District (the "District"), Orange County, California (the "County"), on February 5, 2008 (the "2008 Election") and thereafter canvassed pursuant to law;

WHEREAS, at the 2008 Election there was submitted to and approved by the requisite fifty-five percent or more of the voters of the District voting on a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$200,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "2008 Authorization");

WHEREAS, pursuant to the 2008 Authorization, the District previously caused the issuance of \$80,000,000 of Placentia-Yorba Linda Unified School District (Orange County, California) General Obligation Bonds 2008 Election, Series A (the "2008A Bonds"), \$26,493,547 of Placentia-Yorba Linda Unified School District (Orange County, California) General Obligation Bonds 2008 Election, Series B

(the "2008B Bonds"), and \$27,278,918.25 of Placentia-Yorba Linda Unified School District (Orange County, California) Election of 2008, General Obligation Bonds, Series D (the "2008D Bonds");

WHEREAS, on June 25, 2015, the District issued \$64,475,000 of Placentia-Yorba Linda Unified School District (Orange County, California) 2015 General Obligation Refunding Bonds in order to refund the 2008A Bonds (the "2015 Refunding Bonds," and with the 2008B Bonds, the 2008D Bonds and the 2012 Refunding Bonds, the "Prior Bonds");

WHEREAS, pursuant to Government Code Section 53550 *et seq.* (the "Act"), this Board of Education (the "Board") finds that the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, this Board desires to authorize the issuance of the Refunding Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

WHEREAS, at this time the Board desires to appoint professionals related to the issuance of the Refunding Bonds; and

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT, ORANGE COUNTY, CALIFORNIA AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the currently outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed \$120,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (each as defined herein), to be styled as the "Placentia-Yorba Linda Unified School District (Orange County, California) 2021 General Obligation Refunding Bonds," with appropriate additional Series designation if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Government Code Section 53550(e) and (f) and Government Code Section 53587.

SECTION 2. Paying Agent. The Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale, upon the direction of the Superintendent, Assistant Superintendent,

Business Services, or such other officer or employee of the District as may be designated by the Superintendent or Assistant Superintendent, Business Services for such purpose (collectively, the "Authorized Officers"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below. The Board hereby authorizes the sale of the Refunding Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Refunding Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Refunding Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the District and the Underwriter for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.35% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$120,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **"Act"** means Government Code Sections 53550 *et seq.*
- (b) **"Authorizing Documents"** means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (c) **"Beneficial Owner"** means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.
- (d) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.
- (e) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2021, with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2021, with respect to the principal payments on the Refunding Bonds.
- (f) **"Bond Register"** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

(g) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(h) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) **“Current Interest Bonds”** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(j) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(k) **“Depository”** means, initially DTC, and thereafter the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(l) **“DTC”** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

(m) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(n) **“Escrow Agreement”** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(o) **“Federal Securities”** means securities as permitted, in accordance with the Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Refunded Bonds.

(p) **“Holder”** or **“Owner”** means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(q) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written specification, as the Paying Agent may select.

(r) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(s) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(t) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

(u) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Refunding Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(v) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(w) **“Paying Agent”** means initially U.S. Bank National Association, or any other Paying Agent as shall be identified in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Refunding Bonds.

(x) **“Principal”** or **“Principal Amount”** means, with respect to any Refunding Bond, the principal amount thereof.

(y) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Refunding Bonds, by and between the District and the Underwriter. To the extent the Refunding Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(z) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(aa) **“Series”** means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

(bb) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(cc) **“Taxable Bonds”** means any Refunding Bonds not issued as Tax-Exempt Bonds.

(dd) **“Tax-Exempt Bonds”** means any Refunding Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for

purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Refunding Bonds.

(ee) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

(ff) **“Treasurer”** means the Treasurer-Tax Collector of the County.

(gg) **“Underwriter”** means Piper Sandler & Co.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as fully-registered Current Interest Bonds, registered as to both principal and interest, in the denominations of \$5,000 principal amount or any integral multiple thereof. The Refunding Bonds will be initially registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Refunding Bond shall be dated the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity, Refunding Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When optional redemption is authorized pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

With respect to any Redemption Notice of Refunding Bonds, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(1) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(2) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(3) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

(4) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon or on the Refunding Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of

Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, and all or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; or (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of, premium, if any, and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as

shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of, premium, if any, or interest on book-entry Refunding Bonds and all notices with respect to such Refunding Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting

payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Education, or by such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature, and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, Series, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss,

destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond, the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of and redemption premium, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the principal corporate trust office of the Paying Agent. The principal of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when

duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. Except as otherwise required by the Act, the Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District, which taxes are unlimited as to rate or amount. The Refunding Bonds do not constitute an obligation of the County and no part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form attached as Exhibit A, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. The Paying Agent is authorized to deliver the Refunding Bonds in temporary form and, if so, the Paying Agent shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Refunding Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Refunding Bonds shall be entitled to the same benefits hereunder as definitive Refunding Bonds.

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a final transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow fund established under the Escrow Agreement (the "Escrow Fund"), which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds. The Board hereby authorizes the deposit of all or a portion of the premium received from the sale of the Refunding Bonds into the Escrow Fund. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds are hereby authorized to be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Placentia-Yorba Linda Unified School District 2021 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. At the election of the District (i) to the extent the Refunding Bonds are sold in the more than one Series, there shall be created a separate Debt Service Fund for each such Series of Refunding Bonds, and all references herein to a Debt Service Fund shall be deemed to include each Debt Service Fund created for a Series of Refunding Bonds, and (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay any bonds issued pursuant to the 2002 Authorization and 2008 Authorization. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the

payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Bonds, there remain any such excess proceeds, such amounts will be transferred to any other debt service fund for general obligation bond indebtedness of the District and in the event there is no such debt outstanding, shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the "Placentia-Yorba Linda Unified School District 2021 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such

payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. Except as provided in the Act, there shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which moneys shall be applied to the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 hereof and Section 53559 of the Act. Pursuant to Government Code Section 53515, the Refunding Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Refunding Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Refunding Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Refunding Bonds to provide security for the payment of the Refunding Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the

applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements shall be the sole responsibility of the District.

SECTION 16. Legislative Determinations. The Board hereby determines that all acts and conditions necessary to be performed thereby or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board hereby finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer executing such final Official Statement shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption date therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association as the Escrow Agent for the Refunded Bonds, and further approves the form of the Escrow Agreement, substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, Piper Sandler & Co., as Underwriter, and Fieldman, Rolapp & Associates, Inc. as Municipal Advisor, all with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract. If the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Government Code Section 53558(b). All or a portion of the Refunding Bonds are further authorized to be issued on a forward delivery basis.

(g) Based on a good faith estimate from the Municipal Advisor, the Board hereby finds that (i) the True Interest Cost of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(A)) is expected to be approximately 2.52%, (ii) the total Finance Charge of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$664,370, (iii) the total proceeds expected to be received by the District from the sale of the Refunding Bonds, less the Finance Charge of the Refunding Bonds, is \$108,027,099.80, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Refunding Bonds, will be \$140,991,962.70. The information presented in this Section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

(h) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

SECTION 21. Resolution to Treasurer. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such

principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Refunding Bonds being issued to finance and refinance specific projects authorized by the voters of the District at the 2002 Election and 2008 Election.

SECTION 23. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Refunding Bonds.

SECTION 24. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 25. Recitals. All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 13th day of April, 2021.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Karin Freeman
President, Board of Education
Placentia-Yorba Linda Unified School District

Attest:

Dr. James Elsasser, Ed.D.
Secretary to the Board of Education
Placentia-Yorba Linda Unified School District

SECRETARY'S CERTIFICATE

I, Dr. James Elsasser, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District (the "District"), hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly and legally held at the regular meeting place thereof on April 13, 2021, of which meeting all of the members of the Board had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April ____, 2021.

Dr. James Elsasser, Ed.D.
Secretary to the Board
of Education of the
Placentia-Yorba Linda Unified School District

(Form of Refunding Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN

REGISTERED
NO.

REGISTERED
\$

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2021 GENERAL OBLIGATION REFUNDING BONDS

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
___% per annum	August 1, ____	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Placentia-Yorba Linda Unified School District (the "District") in Orange County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2021. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2021, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent as of, and to the bank and account number

on file with the Paying Agent as of, the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's outstanding bonded indebtedness and paying all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on April 13, 2021 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount, in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 53515, the bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection *ad valorem* property taxes for the payment of the bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the bonds to provide security for the payment of the bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$_____ Principal Amount of current interest bonds, of which this bond is a part (each a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like series, tenor, maturity and principal amount and in authorized denominations at the principal corporate trust office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District, as a whole or in part, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ (the "Refunding Term Bonds") are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Term Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

\$

In the event that a portion of the Refunding Term Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions thereof of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Refunding Bonds stated to mature on different dates shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Refunding Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Placentia-Yorba Linda Unified School District, Orange County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of the District, all as of the date stated above.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL
DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

_____ (Facsimile Signature)
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2021.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Education

(Form of Legal Opinion)

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **REFUNDING CERTIFICATES OF PARTICIPATION
RESOLUTION NO. 20-25**

DATE: April 13, 2021

BACKGROUND: On May 17, 2011, the Placentia-Yorba Linda Unified School District delivered its 2011 Certificates of Participation in a cumulative principal amount of \$21,850,355, representing interests in lease payments to be made under a Lease/Purchase Agreement dated May 1, 2011.

RATIONALE: It has been determined that it is in the best interest of the District to utilize the current low interest rate market and issue the 2021 Refunding Certificates of Participation to refund all of the outstanding principal amount of the 2011 Certificates. The proceeds will be used to establish a reserve fund, and to pay all necessary legal, financial, and contingent costs in connection with the execution and delivery of the 2021 Refunding Certificates of Participation. The 2021 Certificates are projected to produce approximately \$5.1 million in gross savings to the District. Resolution No. 20-25 is required in order for the District to issue the Refunding Certificates of Participation (COP), 2021.

FUNDING: No fiscal impact

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: Adopt Resolution No. 20-25 providing for the execution and delivery of the 2021 Refunding Certificates of Participation in the aggregate principal amount of not-to-exceed \$27,000,000 to prepay and defease the District’s 2011 Certificates of Participation, and approving related documents and actions.

PREPARED BY: David Giordano, Assistant Superintendent, Business Service

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-25

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE OF PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT 2021 REFUNDING CERTIFICATES OF PARTICIPATION, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Placentia-Yorba Linda Unified School District (the “District”) is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the “State”); and

WHEREAS, the District desires to refund the outstanding Placentia-Yorba Linda Unified School District 2011 Certificates of Participation (the “2011 Certificates”); and

WHEREAS, in order to refund the 2011 Certificates, the District will lease certain improvements known as Kraemer Middle School and Tuffree Middle School (the “Property”), to the Public Property Financing Corporation of California (the “Corporation”) pursuant to a Site Lease, dated as of July 1, 2021, between the Corporation and the District, and sublease the Property back from the Corporation pursuant to a Lease/Purchase Agreement; and

WHEREAS the District has determined that it would be in the best interests of the District to provide the funds necessary to refund the 2011 Certificates through the sale of Placentia-Yorba Linda Unified School District 2021 Refunding Certificates of Participation (the “Certificates”) under the Trust Agreement described below; and

WHEREAS, all rights to receive such lease payments will be assigned without recourse by the Corporation to U.S. Bank National Association, as trustee, pursuant to an Assignment Agreement, dated as of May 1, 2021, by and between the Corporation and the Trustee (the “Assignment Agreement”); and

WHEREAS, in consideration of such assignment and the execution of a Trust Agreement, the Trustee will execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in lease payments to be made under the Lease/Purchase Agreement; and

WHEREAS, this Board of Education of the District (the “Board”) desires to appoint certain professionals to provide services related to the execution and delivery of the Certificates; and

WHEREAS, pursuant to Education Code Section 17150.1(a), the District provided at least 30-days’ notice to the Orange County Superintendent of Schools and to the Orange County Auditor-Controller of the District’s intention to authorize the sale of the Certificates; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Findings. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are true and correct with respect to the public affairs of the District, and that the statements, findings and determinations of the District set forth in the preambles of the documents approved herein are true and correct, and the Board hereby declares its intention to enter into the Lease/Purchase Agreement described in Section 3 hereof.

SECTION 2. Authorization of Certificates. The Board hereby authorizes the refinancing of the 2011 Certificates through the preparation, sale and delivery of Certificates in an amount not-to-exceed \$27,000,000, in one or more series of federally taxable or tax-exempt certificates. The purposes for which the proceeds of the sale of the Certificates shall be expended are to (i) refund the outstanding balance of the 2011 Certificates and (ii) pay the costs of the sale and delivery of the Certificates. All or a portion of the Certificates are authorized to be executed and delivered on a forward delivery basis.

SECTION 3. Legal Documents. The forms of the following legal documents, substantially in the forms on file with the Secretary to the Board, are hereby approved: (i) a Lease/Purchase Agreement, dated as of May 1, 2021 (the "Lease"), by and between the District and the Corporation, (ii) a Trust Agreement, dated as of May 1, 2021 (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (iii) a Purchase Contract ("Purchase Contract") between the District and Piper Sandler & Co., as Underwriter, (iv) a Site Lease, dated as of May 1, 2021 (the "Site Lease"), by and between the Corporation and the District, (v) an Escrow Agreement, dated as of July 1, 2021 (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow agent, and (vi) a Termination Agreement, dated as of July 1, 2021 (the "Termination Agreement"), among the District, the Corporation, and U.S. Bank National Association, as trustee under the Trust Agreement related to the 2011 Certificates, dated as of May 1, 2011.

The President of the Board, the Superintendent of the District (the "Superintendent"), or the Assistant Superintendent, Business Services ("Assistant Superintendent"), or such other officer or employee of the District as the Superintendent or Assistant Superintendent may designate (collectively, the "Authorized Representatives"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver each of the above mentioned documents in substantially said form, with such changes therein as such Authorized Representatives may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof of such Authorized Representatives. The execution and approval of the Purchase Contract is subject to the following limitations: (i) that the interest rates with respect to the Certificates shall not exceed that permitted by law; (ii) that the underwriting discount (excluding original issue discount) does not exceed 0.50%; and (iii) that the aggregate principal amount of the Certificates does not exceed \$27,000,000.

SECTION 4. Preliminary Official Statement. The Preliminary Official Statement (the "Preliminary Official Statement") relating to the Certificates, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Certificates. The Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as Authorized Representatives executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Certificates and is directed to deliver copies of the Official Statement to the purchasers of the Certificates.

SECTION 5. Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"), relating to the Certificates, substantially in form included as Appendix D to the Preliminary Official Statement, is hereby approved. The Authorized Representatives are hereby authorized and directed, each alone, for and in the name and on behalf of the District, to execute, acknowledge and deliver, the Continuing Disclosure Certificate, in such form, with such changes or modifications thereto as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. Certificate Insurance and Surety Policy. The Authorized Representatives are hereby authorized to select a municipal bond insurer to insure payments of principal and interest with respect to the Certificates so long as such Authorized Representative determines that obtaining the municipal bond insurance policy provided thereby will result in a lower interest rate or yield to maturity with respect to the Certificates. The Authorized Representatives are further authorized to select a municipal bond insurer to provide a surety policy with respect to the Reserve Fund (as defined in the Trust Agreement) and to execute and deliver an agreement relating to such surety policy.

SECTION 7. Appointment of Professionals. The Board hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, as special counsel and disclosure counsel to the District, Fieldman, Rolapp & Associates, Inc., as Municipal Advisor to the District, and Piper Sandler & Co. as the Underwriter, each with respect to the sale of the Certificates. The Authorized Representatives are authorized to execute a contract for such services so long as any payment thereunder is contingent upon the successful sale of the Certificates.

SECTION 8. Attestations. The Secretary to or Clerk of the Board, the Authorized Representatives, or such persons as may have been designated by the Superintendent or the Assistant Superintendent are hereby authorized and directed to attest to the signature of the Authorized Representatives or of such other person or persons as may have been designated by the Superintendent or the Assistant Superintendent, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Lease, the Trust Agreement, the Continuing Disclosure Certificate, the Purchase Contract, the Site Lease, the Escrow Agreement, the Termination Agreement, and the Official Statement.

SECTION 9. Other Actions.

(a) The Authorized Representatives are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable (including the payment of a premium for a municipal bond insurance policy, a debt service surety bond, or other form of credit enhancement) in order to consummate the sale, execution and delivery of the Certificates and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. Such officers or designees are further authorized and directed to provide to the Orange County Superintendent of Schools and the Orange County Auditor-Controller any and all information required by Education Code Section 17150.1(a). Such actions as described in this Section 9 heretofore taken by such officers or designees are hereby ratified, confirmed and approved.

(b) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Certificates (as defined in Government Code Section 5852.1) is expected to be approximately 1.25%, (ii) the total Finance Charge of the Certificates (as defined in Government Code Section 5852.1) is expected to be \$496,311.24, (iii) the total proceeds expected to be received by the District from the sale of the Certificates, less the Finance Charge of the Certificates, and less any reserves or capitalized interest paid or funded with proceeds of the Certificates, is \$25,851,337.51, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Certificates, will be \$27,659,723.33. The information presented in this Section 9(b) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 10. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 13th day of April, 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Karin Freeman
President of the Board of Education of the
Placentia-Yorba Linda Unified School District

ATTEST:

Dr. James Elsasser, Ed.D.
Secretary to the Board of Education of the
Placentia-Yorba Linda Unified School District

SECRETARY'S CERTIFICATE

I, Jim Elsasser, Superintendent of and Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District, Orange County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on April 13, 2021, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April ____, 2021

Dr. James Elsasser, Ed.D.
Superintendent and Secretary to the Board of Education
of the Placentia-Yorba Linda Unified School District

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **BOND AND DISCLOSURE COUNSEL SERVICES**

DATE: April 13, 2021

BACKGROUND: The Placentia-Yorba Linda Unified School District and Stradling Yocca Carlson & Rauth Bond and Disclosure Counsel Services Agreement relates to the issuance of General Obligation (GO) Refunding Bonds and Certificates of Participation (COP). Such services will include providing the required advice and assistance of bond and disclosure counsel pursuant to the California Education Code, California Government Code, and other applicable law.

RATIONALE: Bond and Disclosure Counsel will provide assistance to the District, consult and cooperate with the District's financing consultants, financial advisor, underwriters, staff, and employees of the District in the formulation of a coordinated financial and legal refinancing/refunding GO Refunding Bond and COP issuance in the name of the District. This will include preparation of legal documents for the authorization, issuance, and delivery of the GO Refunding Bonds and COP by the District, including preparation of the resolution authorizing the issuance of the GO Refunding Bonds and COP, fixing the denominations, numbers, maturity and interest rate parameters; providing the form of the GO Bonds and COP and authorizing their execution, authentication, and delivery; providing for the terms and conditions upon which the same are to be issued; providing for the establishment of special funds for the disposition of proceeds of the sale of the GO Refunding Bonds and COP; preparation of its preliminary and final official statements and its continuing disclosure agreement; and providing for the protection of the interests of the GO Bond and COP holders.

FUNDING:	General Obligation Bond proceeds	\$100,000
	Certificate of Participation proceeds	\$77,000

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: Approve agreement for Bond and Disclosure Counsel Services with Stradling Yocca Carlson & Rauth in connection with the General Obligation Refunding and Certificates of Participation proceedings.

PREPARED BY: David Giordano, Assistant Superintendent, Business Services

TO: Dr. James Elsasser, Superintendent
FROM: David Giordano, Assistant Superintendent, Business Services
SUBJECT: **UNDERWRITER SERVICES**
DATE: April 13, 2021

BACKGROUND: The District desires to engage the services of Piper Sandler & Co. for the purpose of selecting an underwriter to refund a portion of the District's existing General Obligation (GO) bonds and Certificates of Participation (COP). The District has utilized the services of Piper Sandler & Co. as the underwriter for previous bond refundings and was pleased with their services. The estimated fees are based on comparable fees from other recent California general obligation bond and certificate of participation financings of similar size and credit rating. The District's Municipal Advisor has reviewed the fees and agrees that they are competitive with comparable transactions that have been issued.

RATIONALE: To issue the GO Refunding Bonds and Refunding COP at an attractive rate and provide for the lowest fee structure, it is necessary to engage the services of an underwriter.

FUNDING:	General Obligation Bond proceeds	\$349,370 (Est.)
	Certificate of Participation proceeds	\$116,725 (Est.)

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 agreement for underwriting services with Piper Sandler & Co. in connection with the General Obligation Refunding and Certificates of Participation proceedings.

PREPARED BY: David Giordano, Assistant Superintendent, Business Services

TO: Dr. James Elsasser, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: **AB 1200/2756 FINANCIAL DISCLOSURE:
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 293 (CSEA)**

DATE: April 13, 2021

BACKGROUND: The Board will be voting on the proposed 2019-20 and 2020-21 collective bargaining agreement with the California School Employees Association (CSEA), Placentia Chapter #293.

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 require 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 the 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 the California School Employees Association, Placentia Chapter #293, as proposed.

PREPARED BY: Phuong Tran, Director, Fiscal Services

For Use FY 2020-21

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT					
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449					
School District - Bargaining Unit:		Placentia Yorba Linda Unified School District - California School Employees Association, Chapter 293 (CSEA)			
Certificated, Classified, Other:		Classified			
The proposed agreement covers the period beginning:		July 1, 2019	and ending:	June 30, 2021	
		(date)		(date)	
The Governing Board will act upon this agreement on:		April 13, 2021			
		(date)			
A. Proposed Change in Compensation					
Compensation		Annual Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1	Salary Schedule	\$ 32,178,180	\$ 1,326,026	\$ 669,643	\$ 676,339
	Increase (Decrease)				
			4%	2%	2%
2	Step and Column	\$ -	\$ -		
	Increase (Decrease) Due to movement plus				
			0.00%	0.00%	0.00%
3	Other Compensation -	\$ 972,470.00	\$ 46,596	\$ 52,877	\$ 74,035
	Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)				
			5%	5%	8%
	Description of other compensation				
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 9,845,850	\$ 393,834	\$ 214,286	\$ 238,748
			4%	2%	2%
5	Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 42,996,500	\$ 1,766,456	\$ 936,806	\$ 989,122
7	Total Number of Represented Employees	844	844	844	844
8	Total Compensation Average Cost per Employee	\$ 50,944	\$ 2,093	\$ 1,110	\$ 1,172
			4%	2%	2%

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 2% on-going applied to all salary schedules retroactive to July 1, 2020, and an additional one-time off salary schedule payment equal to 2% of the 2020-21 base salary.		
10.	Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)		
	Compress the longevity schedule from 30 to 25 years of continuous service, retroactive to July 1, 2019		
11.	Please include comments and explanations as necessary.		
	The longevity increment at year 25 increases from 5% to 7.5% making the percentage (%) of "MAX" range step 22.5%, instead of 20%		
12.	Does this bargaining unit have a negotiated cap for Health and Welfare bene	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	If yes, please describe the cap amount.		
B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)			
	The following are articles reflecting proposed negotiated changes in noncompensation. Please see attached Tentative Agreement signed on March 3, 2021 for specifics regarding the negotiated changes.		
	1) Article I: Agreement		
	2) Article VI: Unit Member Rights - Section 6.2		
	3) Article VII: Association Rights - Section 7.2 Right of Access, Section 7.3 Use of District Facilities/Equipment (add back into the CBA previously erroneously omitted language), Section 7.4 Use of District Bulletin Boards/Mail System, Section 7.6 Interview Panel, and Section 7.9 Payroll Deductions		
	4) Article XII: General Personnel Provisions - Section 12.4 Selection of Candidate, Section 12.7 Unit Member-Initiated Transfers, and Section 12.12 Career Ladder		
	5) Article XIII: Leaves - Section 13.1 Notification of Absence, Section 13.2 Personal Illness Leave, Section 13.4 Personal Necessity Leave, Section 13.13 Catastrophic Illness Leave, and Section 13.14 Educational Leave		
	6) Article XV: Training - Section 15.4 Professional Growth		

	6) Article XV: Training - Section 15.4 Professional Growth
	7) Article XVII: Hours of Employment - Section 17.1.1 Summer Workweek Options, Section 17.7 Flextime, Section 17.12 Additional Assignment, and Section 17.17 Employee's Monthly Category.
	8) Article XVIII: Wages - Section 18.1 Employment Data
	9) Article XVIII: Wages - Section 18.1 Employment Data, Section 18.5 Longevity Increment, Section 18.16 Wages
	10) Article XX: Health and Welfare - Section 20.1 Benefits and Eligibility
	11) Article XXII: Holidays - Section 22.1 Scheduled Holidays
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.)
	Instructional and support programs will not be impacted.
D.	What contingency language is included in the proposed agreement? Include specific areas identified
	reopeners, applicable fiscal years, and specific contingency language.
	N/A
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 revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.
	The agreement increases the deficit in 2020-21 by \$1.7 million. In subsequent years, the salary increase will be funded through District reserves.
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 ongoing cost of the proposed agreement is funded with 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: **California School Employees Association, Chapter 293 (CSEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 03/09/2021)	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)	\$ 231,937,713			\$ 231,937,713
Remaining Revenues (8100-8799)	\$ 7,126,346			\$ 7,126,346
TOTAL REVENUES	\$ 239,064,059	\$ -	\$ -	\$ 239,064,059
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 98,040,815	\$ -	\$ -	\$ 98,040,815
Classified Salaries (2000-2999)	\$ 27,596,081	\$ 941,174	\$ -	\$ 28,537,255
Employee Benefits (3000-3999)	\$ 51,255,207	\$ 279,530	\$ -	\$ 51,534,737
Books and Supplies (4000-4999)	\$ 7,676,493			\$ 7,676,493
Services, Other Operating Expenses (5000-5999)	\$ 10,681,201			\$ 10,681,201
Capital Outlay (6000-6599)	\$ 127,821			\$ 127,821
Other Outgo (7100-7299) (7400-7499)	\$ 7,706,241			\$ 7,706,241
Direct Support/Indirect Cost (7300-7399)	\$ (1,146,288)			\$ (1,146,288)
Other Adjustments				
TOTAL EXPENDITURES	\$ 201,937,571	\$ 1,220,704	\$ -	\$ 203,158,275
OPERATING SURPLUS (DEFICIT)	\$ 37,126,488	\$ (1,220,704)	\$ -	\$ 35,905,784
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -			\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,288,725			\$ 6,288,725
CONTRIBUTIONS (8980-8999)	\$ (32,436,229)	\$ (545,752)		\$ (32,981,981)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,598,466)	\$ (1,766,456)	\$ -	\$ (3,364,922)
BEGINNING BALANCE	\$ 47,827,402			\$ 47,827,402
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 46,228,936	\$ (1,766,456)	\$ -	\$ 44,462,480
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 314,807			\$ 314,807
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Other Assignments (9780)	\$ 30,478,368	\$ (1,854,779)		\$ 28,623,589
Reserve for Economic Uncertainties (9789)	\$ 15,435,761	\$ 88,323	\$ -	\$ 15,524,084
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: **California School Employees Association, Chapter 293 (CSEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 03/09/2021)	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)	\$ 62,543,349			\$ 62,543,349
TOTAL REVENUES	\$ 62,543,349	\$ -	\$ -	\$ 62,543,349
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 27,184,259	\$ -	\$ -	\$ 27,184,259
Classified Salaries (2000-2999)	\$ 16,080,244	\$ 420,780	\$ -	\$ 16,501,024
Employee Benefits (3000-3999)	\$ 26,785,370	\$ 124,972	\$ -	\$ 26,910,342
Books and Supplies (4000-4999)	\$ 15,667,738			\$ 15,667,738
Services, Other Operating Expenses (5000-5999)	\$ 10,619,751			\$ 10,619,751
Capital Outlay (6000-6599)	\$ 3,265,989			\$ 3,265,989
Other Outgo (7100-7299) (7400-7499)	\$ 189,165			\$ 189,165
Direct Support/Indirect Cost (7300-7399)	\$ 696,406			\$ 696,406
Other Adjustments				
TOTAL EXPENDITURES	\$ 100,488,922	\$ 545,752	\$ -	\$ 101,034,674
OPERATING SURPLUS (DEFICIT)	\$ (37,945,573)	\$ (545,752)	\$ -	\$ (38,491,325)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -			\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -			\$ -
CONTRIBUTIONS (8980-8999)	\$ 32,436,229	\$ 545,752		\$ 32,981,981
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,509,344)	\$ -	\$ -	\$ (5,509,344)
BEGINNING BALANCE	\$ 13,880,488			\$ 13,880,488
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 8,371,144	\$ -	\$ -	\$ 8,371,144
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -			\$ -
Restricted Reserves (9740)	\$ 8,371,144	\$ -		\$ 8,371,144
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: **California School Employees Association, Chapter 293 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 231,937,713	\$ -	\$ -	\$ 231,937,713
Remaining Revenues (8100-8799)	\$ 69,669,695	\$ -	\$ -	\$ 69,669,695
TOTAL REVENUES	\$ 301,607,408	\$ -	\$ -	\$ 301,607,408
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 125,225,074	\$ -	\$ -	\$ 125,225,074
Classified Salaries (2000-2999)	\$ 43,676,325	\$ 1,361,954	\$ -	\$ 45,038,279
Employee Benefits (3000-3999)	\$ 78,040,577	\$ 404,502	\$ -	\$ 78,445,079
Books and Supplies (4000-4999)	\$ 23,344,231	\$ -	\$ -	\$ 23,344,231
Services, Other Operating Expenses (5000-5999)	\$ 21,300,952	\$ -	\$ -	\$ 21,300,952
Capital Outlay (6000-6599)	\$ 3,393,810	\$ -	\$ -	\$ 3,393,810
Other Outgo (7100-7299) (7400-7499)	\$ 7,895,406	\$ -	\$ -	\$ 7,895,406
Direct Support/Indirect Cost (7300-7399)	\$ (449,882)	\$ -	\$ -	\$ (449,882)
Other Adjustments				
TOTAL EXPENDITURES	\$ 302,426,493	\$ 1,766,456	\$ -	\$ 304,192,949
OPERATING SURPLUS (DEFICIT)	\$ (819,085)	\$ (1,766,456)	\$ -	\$ (2,585,541)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,288,725	\$ -	\$ -	\$ 6,288,725
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (7,107,810)	\$ (1,766,456)	\$ -	\$ (8,874,266)
BEGINNING BALANCE	\$ 61,707,890			\$ 61,707,890
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 54,600,080	\$ (1,766,456)	\$ -	\$ 52,833,624
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 314,807	\$ -	\$ -	\$ 314,807
Restricted Reserves (9740)	\$ 8,371,144	\$ -	\$ -	\$ 8,371,144
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 30,478,368	\$ (1,854,779)	\$ -	\$ 28,623,589
Reserve for Economic Uncertainties (9789)	\$ 15,435,761	\$ 88,323	\$ -	\$ 15,524,084
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -
* Please see question on page 7.				

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **SUNSHINE THE ASSOCIATION OF PLACENTIA LINDA EDUCATORS (APLE) CERTIFICATED BARGAINING AGREEMENT FOR THE CONTRACT ENDING JUNE 30, 2020**

DATE: April 13, 2021

BACKGROUND: The Board-adopted Master Certificated Employment Agreement between the Placentia-Yorba Linda School District and the Association of Placentia Educators (APLE) expired on June 30, 2020.

The Association of Placentia Linda Educators is submitting their initial proposal to open negotiations for the contract reopener agreement for the 2020-21 school year. The District and APLE have agreed to delay the opening of the entire contract until the 2021-22 school year and to limit the number of items opened during this negotiations cycle. The articles to be opened by APLE are Article I - Agreement, Article XIV - Wages and Benefits, and appendices. (Exhibit A)

RATIONALE: The agenda item presents for Board consideration the APLE Sunshine proposal to the Placentia Yorba Linda USD.

FUNDING: The fiscal impact to the District will depend upon the newly negotiated agreement. Prior to ratification of an agreement by the Board, there must be full disclosure of the multi-year projections in accordance with the provisions of AB 1200/2756.

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: Sunshine the Association of Placentia Linda Educators certificated bargaining contract for the 2020-21 school year.

PREPARED BY: Rick Lopez, Assistant Superintendent

EXHIBIT A

ASSOCIATION OF PLACENTIA LINDA EDUCATORS (APLE)

Initial Proposal to Placentia-Yorba Linda Unified School District

April 8, 2021

This email shall serve as APLE's bargaining sunshine for public notice. Pursuant to the current collective bargaining agreement each article is available to be opened by either party in 2020-21. Pursuant to discussions with the District, APLE and the District have agreed to move the period of each article being available to be opened to the 2021-22 school year. Contingent upon this understanding, APLE opens the following articles for the 2020-21 school year:

1. Article 1-Agreement for the purpose of updating the bargaining periods as listed above.
2. Article XIV-Wages and Benefits to negotiate salary and benefits.
3. Appendices to the Contract.

We look forward to meeting with the District's bargaining team,

Cliff

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **SUNSHINE THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CERTIFICATED BARGAINING AGREEMENT FOR THE CONTRACT ENDING
JUNE 30, 2020**

DATE: April 13, 2021

BACKGROUND: The Board-adopted Master Certificated Employment Agreement between the Placentia-Yorba Linda School District and the Association of Placentia Educators (APLE) expired on June 30, 2020.

The district is submitting its initial proposal to open negotiations for the contract successor agreement for the period of 2020-21 school year. The District and APLE have agreed to delay the opening of the entire contract until the 2021-22 school year and to limit the number of items opened during this negotiations cycle. The articles to be opened by the District are Article I - Agreement, Article XVI - Wages and Benefits, calendar, and all appendices. (Exhibit A)

RATIONALE: The agenda item presents for Board consideration the District's contract to be negotiated with APLE.

FUNDING: The fiscal impact to the District will depend upon the newly negotiated agreement. Prior to ratification of an agreement by the Board, there must be full disclosure of the multi-year projections in accordance with the provisions of AB 1200/2756.

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: Sunshine the Placentia-Yorba Linda Unified School District's certificated bargaining contract for the 2020-2021 school year.

PREPARED BY: Rick Lopez, Assistant Superintendent

EXHIBIT A

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Initial Proposal to Association of Placentia Linda Educators (APLE)

April 13, 2021

It is understood that APLE and the District have agreed to open Article XIV (Wages and Benefits) and up to two additional articles chosen by APLE and up to two additional articles chosen by the District as the scope of bargaining for the 2020-2021 school year. The District and APLE have agreed to delay the opening of the entire contract until the 2021-2022 school year and to limit the number of items opened during this negotiations cycle.

In accordance with Article I of the collective bargaining agreement between the Placentia-Yorba Unified School District and the Association of Placentia Linda Educators, the District submits the following initial proposal for the parties 2020-2021 successor negotiations.

- I. Maintain the language contained in the most current collective bargaining agreement that expired on June 30, 2020, executed by the parties except as set forth herein below:
 - A. **Article I: Agreement**
The District has an interest in updating language to reflect current dates.
 - B. **Article XIV: Wages and Benefits**
The District has an interest in reviewing the contract language associated with wages and benefits.
- II. The district has an interest in reviewing all Appendices and Memorandums of Understanding located in the appendices of the collective bargaining agreement.

TO: Dr. James Elsasser, Superintendent

FROM: Rick Lopez, Assistant Superintendent, Human Resources

SUBJECT: **TENTATIVE AGREEMENT BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #293, (CSEA) AND THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (PYLUSD)**

DATE: April 13, 2021

BACKGROUND: The Board adopted Master Classified Employment agreement between the Placentia-Yorba Linda Unified School District and the California School Employees Association, Chapter #293 (CSEA).

The California School Employees Association and the District have reached a Tentative Agreement for 2020-21 school year. Inclusive in this agreement are the changes and additions included as part of this agreement (Exhibit A).

RATIONALE: The agenda item presents for Board consideration approval of the Tentative Agreement between CSEA, Chapter #293, and the PYLUSD.

FUNDING: Approval of this agreement will assist the District in 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 CSEA, Chapter #293, and the PYLUSD.

PREPARED BY: Rick Lopez, Assistant Superintendent

EXHIBIT A

Tentative Agreement
Between
The California School Employees Association
And its
Placentia-Yorba Linda Chapter 293
And
The Placentia-Yorba Linda Unified School District
For
2019-2020 Successor Negotiations

March 3, 2021

Pursuant to negotiations between the California School Employees Association and its Placentia-Yorba Linda Chapter 293 (CSEA) and the Placentia-Yorba Linda Unified School District (District), the following 2019-2020 successor agreement concludes negotiations for 2019-2020 and 2020-2021. The parties have agreed to amend the following articles of the collective bargaining agreement (CBA) to read as follows:

ARTICLE I: AGREEMENT

The District and Chapter ~~Association~~ agree that this collective bargaining agreement has a term effective July 1, 2016 ~~2019~~ through June 30, 2019 ~~2022~~. For year two ~~(2020-2021) this agreement will be closed~~ and year three ~~(2021-2022) and three of the agreement (2017-2018 and 2018-2019)~~, the parties agree to commence re-opener negotiations for Article XIX-Wages, Article XXI, Health Welfare, and no more than three (3) articles of the choice of the District and no more than three (3) articles of the choice of the Chapter. The District and the Chapter ~~Association~~ shall meet to begin re-opener negotiations no later than thirty days (30) after the Association submits its initial proposal.

ARTICLE VI: UNIT MEMBER RIGHTS

Section 6.2 – Bargaining unit members shall have an individual mailbox at their work site ~~on or before January 1, 2014.~~

ARTICLE VII: ASSOCIATION RIGHTS

Section 7.2 Right of Access

~~7.2.4 CSEA shall have the right to conduct two orientation sessions quarterly for newly hired unit members to inform them about CSEA, including but not limited to: CSEA structure, activities,~~

~~membership and the collective bargaining agreement. The orientation session shall be held on District property at the option of CSEA. A total of 16 hours per year of paid release time will be provided by the District for CSEA to conduct orientation sessions. The CSEA Labor Relations Representative may also attend the orientation session.~~

Add back into the CBA the previous erroneously omitted language in Section 7.3 below:

Section 7.3 Use of District Facilities/Equipment

7.3.1 - The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Use of Facilities Request form to the immediate supervisor of the facility or building. In emergencies the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitutes an emergency and as long as the use of such facilities and buildings does not interfere with the instructional program.

7.3.2 - The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

7.3.3 - The Association agrees to leave facilities, buildings, and/or equipment used in a clean and orderly condition and to reimburse the District for damages to any District property arising out of the Association's use of such property.

7.3.4 - The District shall provide the Chapter with a private workspace for the exclusive use of the Chapter President or designee. Said workplace shall include a District provided phone, internet access, desk and chair and any other required equipment.

Section 7.4 Use of District Bulletin Boards/Mail System

7.4.1 - The Association has the right of equal use of space on the District bulletin board at each work site (school or divisional department). Such bulletin board area will be identified by the immediate supervisor and labeled "C.S.E.A. Business." **This bulletin board shall not be obstructed in anyway.**

Section 7.6 Interview Panel

The Chapter President and/or her/his designee shall determine a unit member to serve as the CSEA panel member in the interview process for all classified vacancies of a promotional nature or any vacancy for which a current unit member applies.

The Chapter President **and/or her/his designee** shall identify the CSEA panel member in advance of the scheduled interview. Interviews will be conducted during regular business hours. All unit members serving as the CSEA interview panel member shall receive their regular rate of pay for all hours while serving on the interview panel, not to exceed eight (8) hours in a day. If a CSEA interview panel member is not available or is not present for an interview, the interview will take place as scheduled. The District will provide release time for two (2) training sessions with a maximum of 15 participants per session per year to allow CSEA to train unit members to serve on interview panels. Those employees being trained and the trainer will whenever possible be released during their regular work hours. Eight (8) hour employees can only be trained during their work hours.

In the event the District objects to the proposed CSEA panel member, the District will notify the Chapter President of its objections and meet to discuss the possibility of alternative panel member appointment. Unit members who serve on the Interview Panel will serve during their regularly scheduled work hours. If the panel process exceeds the time scheduled, unit members will remain in paid status. Unit members serving on the panel will receive a schedule of applicants being interviewed, copies of applications, vacancy announcement, job description, interview questions, and rating sheets. In addition, a Human Resources Office Manager, District Office Level Director, District Manager, School Site Principal or Assistant Principal shall serve on the interview panel for all interviews that are for benefited positions and/or identified by the CSEA Chapter President and/or her/his designee.

7.6.1 – A rubric will be provided for interviews that require exercises or tests.

Section 7.9 Payroll Deductions

~~7.9.1 – Except as expressly exempted herein, all bargaining unit members who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.~~

~~7.9.21~~ - The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.

~~7.9.32~~ - The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

~~7.9.4.3~~ The District agrees to remit the monies deducted to the Association, accompanied by an alphabetical list of unit members for whom deductions have been made. Changes to the list will be given to the Association on a monthly basis for those months in which dues are deducted.

~~7.9.5~~ Unit members have the right to choose, either to become a member of the Association or to pay to the Association a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in section 7.9.5.3 below. New bargaining unit members shall make their choice within thirty (30) days of the date of commencement of assigned duties within the bargaining unit.

~~7.9.5.1~~ Unit members who elect to become Association members shall maintain membership for the duration of the agreement pursuant to Government code 3540 (i) (1).

~~7.9.5.2~~ Unit members who elect to pay to the Association (fee payer) a service fee shall pay to the Association a fee in an amount equal to regular membership dues and general assessments. No portion of this service fee shall be used for political purposes. Moreover, the Association shall comply with all PERB regulations and the Hudson decision.

~~7.9.5.3~~ A unit member is exempt from the requirements of a service fee as a condition of continued employment if such a unit member is a member of a bona fide religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Government code 3540.1 (d). Such an exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.

- ~~1.~~ United Way
- ~~2.~~ Children's Hospital of Orange County
- ~~3.~~ Placentia-Yorba Linda Educational Foundation

~~7.9.5.4~~ Any unit member claiming this religious exemption shall, as a condition of continued employment, furnish to the Association, a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teachings set forth

objections to joining or financially supporting employee organizations. The written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association. Subsequent proof of payment shall be presented on or before July 1 of each school year.

~~7.9.5.5~~ Any unit member making payments as set forth in section 7.9.5.3 above and who requests that the grievance arbitration provisions of the Master Classified Employment Agreement shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

~~7.9.6.4~~ - The Association agrees to indemnify, hold harmless and reimburse the District, its Governing Board, officers and administrators for reasonable attorney's fees and legal costs and expenses incurred after notice to CSEA in defending against any court or administrative action or proceeding challenging the legality of these organization security provisions or the implementation thereof, including providing an effective legal defense on behalf of the District at the expense of CSEA against any and all lawsuits or other legal and administrative proceedings arising out of or in connection with the legality of the organization provisions of this agreement or the implementations thereof subject to the following: CSEA shall defend and indemnify the District for any claims arising from its compliance with this article or for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

~~7.9.6.1~~ - The Association shall indemnify the District, its Governing Board, officers and administrators for any judgment for damages or other liability incurred as a result of an action brought and sustained under the provisions of this section.

~~7.9.6.2~~ 7.9.5 - The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the Agreement shall be compromised, resisted, defended, tried or appealed, provided or to cover any and all costs, fees, expenses, settlements and judgments incurred by the District, its Governing Board, officers, administrators and agents by CSEA.

~~7.9.7~~ - In the event a unit member does not pay dues or service fees directly to the Association, the District shall begin automatic payroll deduction after receipt of written notice from the Association specifying the names of the unit members and the amount of the dues or service fees for each such unit member. Payroll deductions shall be processed in accordance with standard

District operating procedures from the first day of the month following thirty (30) days after receipt by the District of the written notice directing dues/service fees payroll deduction.

~~7.9.8~~ This agreement requires a unit member, as a condition of continued employment, to either join the recognized or certified employee organization, to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessment of the organization, or to exercise the provisions of 7.9.5.3 and 7.9.5.4 above for the duration of the agreement.

ARTICLE XII: GENERAL PERSONNEL PROVISIONS

12.4 Selection of Candidate

12.4.7 Unit members shall be given a reasonable amount of release time to participate in the interview process **which would take into consideration the amount of time to travel from their assignment if they are in work status during the scheduled time for an interview.**

Section 12.7 Unit Member-Initiated Transfers

~~12.7.1~~ Any unit member desiring transfer shall submit a request for transfer on the classified transfer form on the current District electronic system. The request shall include a statement of the unit member's current assignment, current hours, assignment preferences and experience including training. (See Appendix D). **The transfer request may be made for a specific vacancy or the transfer pool.** All such transfer **Transfer pool** requests shall be maintained **until the employee accepts a transfer** or for the duration of the current fiscal year, which shall end at the close of business on June 30th. ~~Effective July 1, 2017 through June 30, 2018, unit members may only request a transfer by applying to the transfer pool posting using the current District electronic system. The District shall conduct monthly trainings at varying times for classified employees on how to utilize the current District electronic application system. It is the intent of the parties to move away from transfer pool postings to specific job postings, however the parties will meet during the 2018-2019 reopener negotiations to assess the elimination of the posting pool process.~~

Section 12.12 Career Ladder

12.12.5 - Any unit member who receives career ladder advancement will be subject to the provisions of ~~Article XIII, Section 6~~ section 12.10.7.

ARTICLE XIII: LEAVES

Section 13.1 Notification of Absence

13.1.1 - The unit member is responsible for notifying the District of any absence no later than one (1) hour prior to the assigned reporting time of the day of each absence by utilizing the District designated notification system, ~~calling his/her immediate supervisor or by calling the telephone number assigned to the District's recording device~~ Those unit members in job classifications without access to the District designated notification system shall notify their immediate supervisor. The one (1) hour notification requirement may be waived in the event of a bona fide emergency in which case the unit member is responsible for notifying their immediate supervisor.

13.1.2 - ~~The unit member will inform the immediate supervisor of his/her intended return at least one (1) hour prior to the end of the unit member's regular work day on the service day prior to return.~~

13.1.32 - Unit members who are or will be on leave shall not be required to secure their own "substitute."

Section 13.2 Personal Illness Leave

13.2.7 - New unit members shall not be eligible for more than twelve (12) days or proportionate amount described in subsection 13.2.1 and 13.2.2 until the first day of the calendar month after completion of the initial six (6) months of active service with the District.

Section 13.4 Personal Necessity Leave

13.4.1 - A maximum of eight (8) days of absence for illness or injury leave earned pursuant to the sick leave provisions of this Agreement may be used by the unit member in cases of personal necessity, ~~including any of the following:~~

- ~~a. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided in the other provisions of this Agreement.~~
- ~~b. Injury or accident involving his/her person or property of a member of his/her immediate family.~~
- ~~c. Imminent danger to the property of the unit member, occasioned by a factor such as flood, fire, or natural disaster.~~
- ~~d. Appearance in any court or before any administrative tribunal as a litigant or party.~~
- ~~e. Four (4) of the eight (8) days of personal necessity leave may be used for reasons of compelling personal importance.~~

13.4.2 - Personal necessity leave will not be granted for purposes of:

- a. Employee organization business or activity.
- b. Work stoppage, work slowdown, or strike.
- c. Activities which could normally be attended to outside the service day.
- d. Recreational activities including but not limited to vacation and travel associated with vacation.

13.4.3 - If possible, the unit member shall give advance notification for personal necessity leave to the site manager.

~~13.4.4 - In the case of 13.4.1a and 13.4.1b, 13.4.1c and 13.4.1d, the site manager may ask the unit member to clarify the reason for personal necessity leave.~~

13.13 Catastrophic Illness Leave

13.13.2 Eligibility

The use of Catastrophic Leave shall only be available to unit members, who have made a donation of the equivalent of at least one day to the Bank prior to the end of the previous school year, and whose request for the use of such leave has been approved by the Catastrophic Leave Bank Committee. Unit members who are awarded Catastrophic Leave in the current fiscal year shall be eligible for Catastrophic Leave the subsequent fiscal year if they did not have accrued time to donate to the bank.

13.13.4 Donations

Donation solicitations by CSEA Chapter 293 to the Catastrophic Leave Bank shall be presented to the unit members annually during the months of May and June, unless the Bank holds five hundred (500) hours or less, in which case the parties may mutually agree to another donation period. **Any donations of additional leave prior to May or June shall only be from members breaking service from the District. All other donations shall only be donated during the months of May and June.** All donation forms must be received in the payroll office by close of business on June 30th.

13.13.6 Maximum Number of Hours Available

The maximum number of hours per one request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the unit member may reapply.

Section 13.14 Educational Leave

13.14.3 - Leave shall be granted for a continuous period ~~of between thirty (30) days and~~ **not to exceed** nine (9) months. This section shall not prevent the District from granting an educational leave which is less than thirty (30) days or more than nine (9) months.

ARTICLE XV: TRAINING

15.4 Professional Growth

A Professional Growth Program will be designed to provide an opportunity for professional growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general and/or specific value to the District. ~~During the 2015/2016 school year, a committee comprised of two (2) District appointed and two (2) association appointed members will develop a comprehensive plan to be implemented beginning in the 2016/2017 school year. See Appendix H.~~

ARTICLE XVII: HOURS OF EMPLOYMENT

Section 17.1.1 Summer Workweek Options

17.1.1.1 - Bargaining unit members who are working during the summer months shall have the option of either working a four (4)-day/ten (10)-hour per day workweek schedule (4/10 schedule) or maintain their regularly scheduled hours. The 4/10 schedule shall not be an option for members in the classification of Child Care Teacher I, Child Care Lead Teacher and Hourly/Monthly Language Development Asst. – Assessment Center. Bargaining unit members shall let their immediate supervisor know of their decision no later than June 1st of every year.

17.1.1.2 - Bargaining unit members choosing a 4/10 schedule who have a regular schedule of eight (8) hours per day for five (5) days per week shall work ten (10) hours per day for the first four (4) days of the week. Members shall choose from one of the following shifts:

<u>Shift Hours</u>	<u>Meal Period Duration</u>
<u>6:00 a.m. – 4:30 p.m.</u>	<u>½ hour</u>
<u>6:00 a.m. – 5:00 p.m.</u>	<u>1 hour</u>
<u>6:30 a.m. – 5:00 p.m.</u>	<u>½ hour</u>
<u>6:30 a.m. – 5:30 p.m.</u>	<u>1 hour</u>
<u>7:00 a.m. – 5:30 p.m.</u>	<u>½ hour</u>
<u>7:00 a.m. – 6:00 p.m.</u>	<u>1 hour</u>
<u>7:30 a.m. – 6:00 p.m.</u>	<u>½ hour</u>

Additionally, a unit member may work an arranged shift outside of the ones listed with approval of their immediate supervisor and the Human Resources Department.

17.1.1.3 - Bargaining unit members choosing a 4/10 schedule who have a regular schedule of less than eight (8) hours per day shall have their shift hours equally distributed within the first four (4) days of the week. Start and stop time of shift for each day shall be mutually agreed upon by the employee and the supervisor. In the event that a member and her/his supervisor are unable to schedule a mutually acceptable shift, the affected employee and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.4 – Plant Coordinators and Custodians shall mutually agree and coordinate their start and stop times with the other custodians at their site. In the event that members are unable to mutually coordinate their schedules, the employees shall meet with the Custodial Supervisor to resolve the issue. In the event the Custodial Supervisor is unable to resolve the matter, the affected employees and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.5 Independence Day Week

a. During the week Independence Day is observed as a paid holiday, unit members who have elected to work the 4/10 schedule have the option to work three (3) ten (10) hour days and be permitted to submit a time exception for two (2) hours from the employee's eligible accruals.

b. Unit members also have the option to work 4 days at their regularly scheduled eight (8) hour work day for the week.

17.1.1.6 – Human Resources shall provide bargaining unit members the start and end date of their optional 4/10 schedule within the first two (2) weeks of April of each year. Should any issue arise with the start and end date of a bargaining unit members' 4/10 schedule, the affected employees and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.7 - Bargaining unit members choosing a 4/10 schedule shall be compensated for any Vacation and/or Leave time taken during the specified time period at ten (10) hours per day or for the appropriate number of hours they would have worked for that day as per the 4/10 schedule.

17.1.1.8 - Bargaining unit members working a 4/10 schedule, who work ten (10) hours per day, shall be provided with a twenty (20) minute rest period within the first five (5) hours of his/her scheduled day and a twenty (20) minute rest period within the second five (5) hours of his/her scheduled day. Unit members working less than ten (10) hours per day shall be provided one (1) fifteen (15) minute rest period for each full four (4) continuous hours of work per day.

17.1.1.9 - Overtime for bargaining unit members choosing a 4/10 schedule, whose average workday without a 4/10 schedule is four (4) hours or more per day, shall be defined as any time required to be worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any calendar week, or the fifth, sixth, or seventh day following the

commencement of the workweek. Overtime for bargaining unit members choosing a 4/10 schedule, whose average workday without a 4/10 schedule is less than four (4) hours per day, shall be defined as any time required to be worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any calendar week, or the sixth or seventh day following the commencement of the workweek. Compensation under this section shall be consistent with Section 17.4 of this agreement.

Section 17.7 Flextime

At the request of the unit member, with approval of the immediate supervisor and approval of the Superintendent or designee, a work shift may be scheduled with starting and stopping times different from the established workday for the department. Any unit member requesting a variance in his/her work shift must submit his/her request in writing on the flextime request form (Appendix I G), specifying the starting and stopping time, rest period and length of lunch break to the immediate supervisor or site administrator. Unit members shall be notified of the status of their flextime request in writing in no more than 10 days of initial request. If the flextime request is denied, the employee may appeal the decision with the Assistant Superintendent of Human Resources or designee. Approved flextime shift variances revert back to the shift as hired at the end of each school year.

Section 17.12 Additional Assignment

17.12.6 – The assignment of additional work in the Maintenance and Facilities Department shall be made among unit members submitting interest forms utilizing the following factors in the following order: availability, seniority, and any documented attendance abuse as defined in the parties Memorandum of Understanding dated January 19, 2006. If the District has concern with an applicant's work performance as documented by their immediate supervisor, they shall contact the CSEA Chapter President to discuss the applicant and assignment prior to making the assignments. Such opportunities shall be posted prior to May 30th of each year.

a. For the 20-21 school year, additional work in Maintenance and Facilities Department shall be provided to unit members in accordance with the Memorandum of Understanding located in Appendix K.

Section 17.17 Employee's Monthly Category

The following shall be the identification of an employee's monthly category as determined by their individual total number of paid work days:

Total Number of Paid Work Days	Monthly Category
0 – 210	9.5 Month Employee
211 – 215	9.75 Month Employee
216 – 226	10 Month Employee
227 – 231	10.5 Month Employee
232 – 237	10.75 Month Employee
238 – 248 <u>242</u>	11 Month Employee
<u>243-248</u>	<u>11.25 Month Employee</u>
249 – 259	11.5 Month Employee
260 – 261	12 Month Employee

ARTICLE XVIII: WAGES

Section 18.1 Employment Data

18.1.1 - Upon initial employment and upon each change in classification thereafter, each unit member shall be furnished two copies of his/her class specifications, salary data, assignment or work location, probation period end date, and immediate supervisor together with duty hours and the prescribed work week.

18.1.2 - The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, longevity, and differential rate of compensation, whichever are applicable.

Section 18.5 Longevity Increment

Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service. The change at 25 years of service shall be effective July 1, 2019.

Years of Continuous Service	Longevity Increments	Percent (%) of "MAX" Range Step
-----------------------------	----------------------	---------------------------------

7	2 ½ %	2 ½ %
10	5%	7 ½ %
13	2 ½ %	10%
15	2 ½ %	12 ½ %
20	2 ½	15
25	5 7½	20% 22 ½%
30	2 ½	22 ½

Section 18.16 Wages

Effective July 1, 2018 ~~2018~~ **2020** unit members will receive a ~~two and a half percent (2.5%)~~ **two percent (2%)** on-schedule increase over the 2018-2019 Salary Schedule. **Additionally, a one-time off salary schedule payment equal to two percent (2%) of an employee's 2020-2021 base salary shall be provided to unit members.**

The intent of the parties is to provide compensation equity between employee groups. Should an inequity occur, the District shall confer with CSEA to determine distribution of the difference to unit members.

~~The parties agree that the District's Board of Education shall not authorize any layoffs of classified employees for the 2018-2019 fiscal years unless precipitated by an actual reduction in Federal and/or other funding sources that are severe in nature and have the potential to trigger a qualified or negative budget certification that would impact classified positions. Such layoff shall include only those positions impacted by the loss of those funds and the District shall meet and confer with CSEA prior to any Board authorization.~~

ARTICLE XX: HEALTH AND WELFARE

Section 20.1 Benefits and Eligibility

For the purpose of this section, eligibility shall be defined as: those unit members who are regularly employed four (4) hours per day or more on a monthly average.

Effective July 1, 2018, and as long as the District continues to be a member of the Self Insured Schools of California (SISC), unit members whose permanent assignment is less than thirty-six (36) hours per week are not required to select a District provided medical plan benefit package. Unit members whose permanent assignment is thirty-six (36) hours per week or more shall be required to select a District provided medical plan benefit package and pay the employee's share of the selected plan.

20.1.1 Medical Insurance

The District shall provide the eligible unit member with the agreed upon insured medical plan including dependent coverage. New unit members employed by the District after July 1, 2006 and eligible for health benefits subject to the required contributions by this agreement will be limited to either an Anthem Blue Cross HMO (high or low plan) or Kaiser HMO until they have completed two continuous years of employment. Upon completion of two continuous years of employment, the unit member shall have a one-time opportunity during the three (3) subsequent open enrollments to change to a Blue Cross PPO program. A unit member may exercise his/her eligibility for such change during the three (3) subsequent open enrollment periods.

20.1.2 For the plan year 2010 and thereafter pending negotiations, unit members shall be responsible for the following contributions toward the premium cost of medical plan benefits based on the plan and coverage selected by way of a tenthly salary deduction:

Any PPO Plan	Unit member pays 10% of the actual premium cost.
<u>Anthem Blue Cross HMO or Kaiser</u>	<p>Unit member only coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan premium</p> <p>Unit member plus 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals</p>

	<p>hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus more than 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p>
Blue Cross Low HMO or Kaiser	<p>Unit member only coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus more than 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p>

20.1.3 Dental Insurance

The District will provide the unit member with an agreed-upon dental service plan, including dependent coverage. Enhancement to the agreed upon Dental Service plan are available at additional cost to the unit member.

20.1.4 Vision Care Insurance

The District shall provide the unit member with an agreed upon vision service plan "B", including dependent coverage.

20.1.5 Life Insurance

20.1.5.1 - The District shall provide a unit member with fully paid \$50,000 level term-life insurance policy. Coverage shall continue during the period of a District-approved unpaid leave of absence, if ~~desired~~ requested, at the unit member's expense

20.1.5.2 - The unit member insured under the master group contract may convert insurance to a private plan upon termination of employment or termination of group insurance because of a change in classification. The unit member must apply within thirty-one (31) days after the day the group life insurance terminates.

Section 20.2 – Health Benefits Management Committee (HBMC)

20.2.1 - The intent of the Health Benefits Management Committee (HBMC) is to provide transparency and involvement with the health plans provided to certificated, classified and management employees. The committee will evaluate the performance of the plan consultant ~~annually~~ periodically and either renew or select a new consultant for the health plans.

20.2.2 - The Association and the District shall designate the HBMC to select and monitor health benefits. The group will be composed of three (3) voting members from each Association (3 from A.P.L.E., 3 from C.S.E.A.) and six (6) from the District. HBMC members will be chosen by their respective associations. Each group may confer with outside consultants.

20.2.3 - The group will meet each month (4th week) to monitor and review expenditures of each of the selected health benefit plans. Those plans will include medical, dental, vision and life insurance. Meeting times may be modified by mutual agreement.

20.2.4 - The committee will develop and recommend to their respective bargaining team the proposed benefit package each year.

Section 20.3 Continuance - Retired Unit Members

20.3.1 - Unit members who have served continuously for ten (10) years in the District and who retire under the Public Employees' Retirement System (PERS) Provisions (straight/disability retirement) after age fifty-five (55) may elect to have employee only medical and prescription drug plan continue on the same basis as unit members until such time the retiree reaches the age of eligibility for Medicare or other government-funded health insurance programs, or upon death of the retiree, whichever occurs first. Eligible retired unit members who have elected to continue their medical and prescription drug plan may also, at their own expense, elect to enroll eligible dependents by submitting monthly payments to the District.

20.3.2 - Retired unit members who qualify under the provisions of section 20.3.1 above may elect to have the Dental coverage continue on the same basis as unit members for themselves and their dependents until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.

20.3.3 - Retirees are not covered by life insurance but may continue coverage at their own expense by contacting the insurance carrier and converting to a private plan within thirty-one (31) days of retirement.

20.3.4 - Retired unit members who qualify under the provisions of section 20.3.1 above may elect to have the vision coverage continue on the same basis as unit members until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.

20.3.5 ~~Unit members who retire after the ratification of this agreement but prior to July 1, 2008 will continue to make the same contribution level for the chosen plan as they paid during the 2008 plan year for the duration of their eligibility.~~

ARTICLE XXII: HOLIDAYS

Section 22.1 Scheduled Holidays

Unit members shall be entitled to the following paid holidays as adopted annually by the District:

<u>2017-2018 2019-2020</u>			
Independence Day	July 4, 2017 <u>2019</u>	New Year's Eve	January 2, 2018 <u>December 31, 2019</u>
Labor Day	September 4, 2017 <u>2, 2019</u>	New Year's Day	January 1, 2018 <u>1, 2020</u>
Veteran's Day	November 10, 2017 <u>11, 2019</u>	Martin Luther King Jr. Day	January 15, 2018 <u>20, 2020</u>
Thanksgiving Day	November 23, 2017 <u>28, 2019</u>	Lincoln's Birthday	February 12, 2018 <u>10, 2020</u>
Day After Thanksgiving	November 24, 2017 <u>29, 2019</u>	Washington's Birthday	February 19, 2018 <u>17, 2020</u>
Admissions Day	The holiday in lieu of Admission Day shall be designated as December 26, 2017 <u>24, 2019</u>	Spring Recess Day	April 2, 2018 <u>10, 2020</u>
Christmas Day	December 25, 2017 <u>2019</u>	Memorial Day	May 28, 2018 <u>25, 2020</u>

<u>2018-2019 2020-2021</u>			
Independence Day	July 4, 2018 <u>3, 2020</u>	New Year's Eve	December 31, 2018 <u>2020</u>
Labor Day	September 3, 2018 <u>7, 2020</u>	New Year's Day	January 1, 2019 <u>2021</u>
Veteran's Day	November 12, 2018 <u>11, 2020</u>	Martin Luther King Jr. Day	January 21, 2019 <u>18, 2021</u>
Thanksgiving Day	November 22, 2018 <u>26, 2020</u>	Lincoln's Birthday	February 11, 2019 <u>8, 2021</u>
Day After Thanksgiving	November 23, 2018 <u>27, 2020</u>	Washington's Birthday	February 18, 2019 <u>15, 2021</u>
Admissions Day	The holiday in lieu of Admission Day shall be designated as December 24, 2018 <u>2020</u>	Spring Recess Day	April 19, 2019 <u>2, 2021</u>
Christmas Day	December 25, 2018 <u>2020</u>	Memorial Day	May 27, 2019 <u>31, 2021</u>

<u>2021-2022</u>			
<u>Independence Day</u>	<u>July 5, 2021</u>	<u>New Year's Eve</u>	<u>December 31, 2021</u>
<u>Labor Day</u>	<u>September 6, 2021</u>	<u>New Year's Day</u>	<u>December 30, 2021</u>
<u>Veteran's Day</u>	<u>November 11, 2021</u>	<u>Martin Luther King Jr. Day</u>	<u>January 17, 2022</u>
<u>Thanksgiving Day</u>	<u>November 25, 2021</u>	<u>Lincoln's Birthday</u>	<u>February 14, 2022</u>
<u>Day After Thanksgiving</u>	<u>November 26, 2021</u>	<u>Washington's Birthday</u>	<u>February 21, 2022</u>
<u>Admissions Day</u>	<u>The holiday in lieu of Admission Day shall be designated as December 23, 2021</u>	<u>Spring Recess Day</u>	<u>TBD</u>
<u>Christmas Day</u>	<u>December 24, 2021</u>	<u>Memorial Day</u>	<u>May 30, 2022</u>

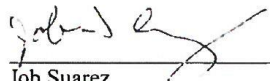
APENDIX K-2021 SUMMER WORK IN THE MAINTENANCE AND FACILITIES DEPARTMENT

Amend to include a new 2021 Summer Work in the Maintenance and Facilities Department Memorandum of Understanding.

This agreement is subject to any and all ratifications and approval processes required by the parties.

Signed on: March 3, 2021

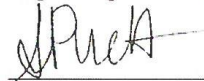
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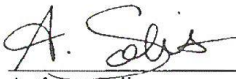

Job Suarez
CSEA Chapter 293 President


Chris Lawyer
Negotiating Team Member

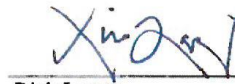

Cheryl Townsend
Negotiating Team Member


Carlos Chiang
Negotiating Team Member


Sue Puch
Negotiating Team Member

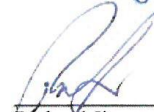

Anthony Solis
CSEA Labor Relations Representative


For the District:


Rick Lopez
Assistant Superintendent, Human Resources


Nancy Blade
Director, Human Resources


Olivia Young
Director, Human Resources


Richard Jimenez
Director, Transportation


Christa Borgese
Topaz Elementary Principal