

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

Minutes
Regular Meeting
Board of Education

6:03 p.m., Tuesday, June 16, 2020
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 Mr. Eric Padget, President, via teleconference in accordance with Executive Order N-29-20 and Government Code Sections 54950, et seq., at 6:03 p.m., Tuesday, June 16, 2020.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present: Mr. Eric Padget, President
Mrs. Judi Carmona, Vice President **via teleconference**
Mrs. Karin Freeman, Clerk
Mrs. Carol Downey, Trustee
Mrs. Carrie Buck, Trustee
Dr. Greg Plutko, Board Secretary

APPROVAL OF AGENDA

Approved the June 16, 2020 Board of Education agenda as recommended by the Superintendent.

Action: Carried

Motion: Mrs. Karin Freeman

Second: Mrs. Carol Downey

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

PUBLIC COMMENT

- Angela Chuang addressed the Board regarding PYLUSD curriculum reform for history of Black and indigenous communities.
- Jennie and Brian Clemons addressed the Board regarding Black history and the support required by PYLUSD.
- Kevin Hawkins addressed the Board regarding Black history and the support required by PYLUSD.
- Noah Hawkins addressed the Board regarding Black history and the support required by PYLUSD.
- Leah Davis addressed the Board regarding Black history and the support required by PYLUSD.
- Errol Thompson addressed the Board regarding Black history and the support required by PYLUSD.
- Priya Shah addressed the Board regarding Black history and the support required by PYLUSD.
- Kobi Khong addressed the Board with a response to PYLUSD's statement on current events.

PUBLIC HEARINGS

- 1. A Public Hearing was held relative to approval of the Northeast Orange County SELPA’s Budget and Services Plan for the 2020-2021 school year.

President Padget declared the Public Hearing open at 6:36 p.m. Having received no comments, the Public Hearing was closed at 6:37 p.m.

- 2. A Public Hearing was held relative to compliance with education codes regarding textbooks and instructional materials for the fiscal year 2020-2021 (Resolution 28).

President Padget declared the Public Hearing open at 6:37 p.m. Having received no comments, the Public Hearing was closed at 6:37 p.m.

- 3. A Public Hearing was held relative to the adoption of the 2020-2021 Proposed Budget.

President Padget declared the Public Hearing open at 6:37 p.m. Having received no comments, the Public Hearing was closed at 6:38 p.m.

MINUTES

Approved the minutes of the Regular Meeting of June 2, 2020.

Action: Carried

Motion: Mrs. Carrie Buck

Second: Mrs. Karin Freeman

Ayes: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

Judi Carmona, who participated in the meeting via teleconference, was inadvertently dropped from the call during the vote on this item.

SUPERINTENDENT’S REPORT

Superintendent Greg Plutko opened by thanking our staff and families for providing the opportunity for both promotions and graduations over the past week during this difficult time for seniors and their families. He is proud of the work accomplished across the district and the support received from the families at those events.

Dr. Plutko congratulated Educational Services Director Cary Johnson and Topaz Principal Christa Borgese who both defended their doctoral dissertations this week. We now have two more doctors in the house!

Thoughts about the return-to-school process began long before the end of the year. Staff will pay close attention to the California Department of Health as well as the Orange County Health Department and what they are sharing. We are planning for return to school on September 1 and will work closely with staff and families to ensure safety and wellness during that time. Dr. Plutko thanked all the families who completed the return-to-school survey and reported that 88% said they support a traditional reopening of school.

SUPERINTENDENT'S REPORT (Continued)

Lastly, Superintendent Plutko mentioned that one of the great challenges we will be facing is the budget, as the governor has proposed significant reductions. At this time, the state legislature and the governor are working together and over the coming weeks we will have more information to share. Based on that information, we will look at having a study session with a budget update and possible reductions needed. Dr. Plutko thanked both associations and feels fortunate to be in a district with good teammates. He concluded by thanking everyone for their dedication and hard work.

STAFF PRESENTATION

- 2020-2021 Adopted Budget – Each year the District is required to prepare an Adopted Budget for the upcoming fiscal year by June 30th for submission to the Orange County Department of Education. The Adopted Budget represents the District's financial plan for the upcoming fiscal year. Assistant Superintendent, David Giordano, presented information related to this item for fiscal year 2020-2021.

CONSENT CALENDAR

1. Approved/ratified purchase orders in the following amounts: **(2019/2020)** – General Fund (0101), \$902,015.80; Cafeteria Fund (1313), \$45,625.90; Capital Facilities Fund (2525), \$101,462.99; Capital Facilities Agency Fund (2545), \$71,242.06; Schools Facilities Fund/Prop 47 Fund (3539), \$908,847.96; Insurance Health and Welfare Fund (6769), \$5,500.00.
2. Approved warrant listings in the following amounts: Check #228968 through 229425; current year expenditures (April 26, 2020 through May 30, 2020) \$5,886,302.43; and payroll registers 10A, \$11,571,761.70, 10B, \$4,202,568.78.
3. 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.
4. Approved extension of time to the attached list of contracts. (See attached.)
5. Awarded Bid No. 220-06 for the plumbing services unit bid to the lowest responsive and responsible bidder, Wicketts International Plumbing Contractors, effective July 1, 2020 through June 30, 2021.
6. Awarded Bid No. 220-07 for NFPA 72 fire alarm testing and inspection services and award Unit Bid No. 220-07 for low-voltage services to the lowest responsive and responsible bidder, Time and Alarm Systems, effective July 1, 2020 through June 30, 2021.
7. Approved 70 regular sections and 4 grant-funded sections with the North Orange County Regional Occupational Program for the 2020-2021 school year.
8. Approved a one-year license agreement for data analytics software with Forecast5 Analytics for 5Sight, effective June 17, 2020 through June 30, 2021.
9. Approved the Joint Powers Agreement with Orange County Department of Education for courier service, effective July 1, 2020 through June 30, 2021.
10. Approved a 60-month lease agreement for three copiers at Ruby Drive Elementary School with Xerox Financial Services, effective July 1, 2020 through June 30, 2025.

CONSENT CALENDAR (Continued)

11. Approved contract renewal for blanket field trip coverage with Myers-Stevens & Toohey & Co., Inc., effective July 1, 2020 through June 30, 2021.
12. Approved contract renewal with AFLAC Inc. to provide supplemental dental and vision insurance effective October 1, 2020 through September 30, 2021.
13. Approved contract renewal with Anthem Blue Cross Life and Health Insurance Company to provide employee life insurance coverage, effective October 1, 2020 through September 30, 2021.
14. Approved contract renewal with CIGNA Dental Health of California, Inc., effective October 1, 2020 through September 30, 2021.
15. Approved National Union Fire Insurance Company of Pittsburgh, PA to provide accidental death and dismemberment insurance effective October 1, 2020 through September 30, 2021.
16. Approved contract renewal with UNUM Life Insurance Company of America effective October 1, 2020 through September 30, 2021.
17. Approved agreement with Southern California ReLiEF as the District's property and liability insurance provider, effective July 1, 2020, through June 30, 2021.
18. Approved a one-year contract renewal for the Blackboard Connect System with Blackboard, Inc., effective July 1, 2020 to June 30, 2021.
19. Authorized use of CMAS Contract No. 3-20-00-515F for the purchase of Chromebooks, laptops, and other educational technology with STS Education, effective June 17, 2020 through May 31, 2023.
20. Approved/ratified Independent Contractor Agreements – Educational Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
21. Approved/ratified the special education individual services contract and related services request. (See attached.)
22. Ratified authority to settle the special education settlement agreement in the amount of \$10,000 in Case No. 2020030218.
23. Approved the Memorandum of Understanding between the Orange County Superintendent of Schools and the Placentia-Yorba Linda Unified School District for the period beginning July 1, 2020, through June 30, 2021, for the provision of educational services to students with disabilities.
24. Approved the Annual Budget and Service Plan of the Northeast Orange County SELPA for the 2020 - 2021 school year.
25. Approved the Interagency Agreement between the Northeast Orange County SELPA and the Regional Center of Orange County. The agreement shall commence on July 1, 2020, and will be reviewed on or about March 1 annually.

CONSENT CALENDAR (Continued)

- 26. Approved the agreement between the Placentia-Yorba Linda Unified School District and Paradigm Healthcare Services for the provision of healthcare billing services for the period effective July 1, 2020, through June 30, 2021.
- 27. Approved the software license agreement with Instructure, Inc. for the 2020 - 2021 school year.
- 28. Approved the agreement with Project Lead the Way, Inc. for the 2020 - 2021 school year.
- 29. Approved Certification of Provision of Standards-Aligned Instructional Materials K - 12, ensuring that the Placentia-Yorba Linda Unified School District complies with the requirements specified in the education code and the California Code of Regulations.
- 30. Adopted Resolution No. 28 and certify that the Placentia-Yorba Linda Unified School District has complied with Education Code Sections 60252, 60119, and 60605 regarding textbooks and instructional materials. (See attached.)
- 31. Approved the agreement with Myers-Stevens & Toohey & Co., Inc. for child care accident coverage effective July 1, 2020, through June 30, 2021.
- 32. 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.)
- 33. Approved district membership in the Orange County School Boards Association for the 2020-2021 school year.
- 34. Approved district membership in the California School Boards Association and the California School Boards Association Education Legal Alliance for the 2020-2021 school year.
- 35. Approved the renewal of California School Board Association's GAMUT Online subscription from July 1, 2020 through June 30, 2021.
- 36. Held by Trustee Carrie Buck.
- 37. Approved service agreement with ImPACT Applications from June 17, 2020 through June 30, 2021.
- 38. Approved Classified Human Resources Report. (See attached.)
- 39. Approved Certificated Human Resources Report. (See attached.)

Approved the above listed recommendations.

Action: Carried

Motion: Mrs. Carol Downey

Second: Mrs. Karin Freeman

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

CONSENT CALENDAR (Continued)

- 36. Approved the agreement between the City of Yorba Linda and the Placentia-Yorba Linda Unified School District for the provision of a school resource officer from July 1, 2020 through June 30, 2021.

Action: Carried

Motion: Mrs. Carrie Buck

Second: Mrs. Karin Freeman

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

CURRICULUM AND INSTRUCTION

Adopted the COVID-19 Operations Written Report for the 2019-2020 fiscal year.

Action: Carried

Motion: Mrs. Carol Downey

Second: Mrs. Carrie Buck

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

BUSINESS AND FINANCIAL

- 1. Approved the 2020-2021 adopted budget.

Action: Carried

Motion: Mrs. Karin Freeman

Second: Mrs. Carol Downey

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

- 2. Adopted Resolution No. 26 to approve the Education Protection Account for the 2019-2020 fiscal year. (See attached.)

Action: Carried

Motion: Mrs. Carol Downey

Second: Mrs. Karin Freeman

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

BUSINESS AND FINANCIAL (Continued)

- 3. Certified AB1200/2756 report for Association of Placentia Linda Educators as proposed in the 2019-2020 collective bargaining agreement. (See attached.)

Action: Carried

Motion: Mrs. Carrie Buck
Second: Mrs. Judi Carmona

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck
Noes: None
Abstained: None

HUMAN RESOURCES

- 1. Approved the Tentative Agreement between APLE and the PYLUSD. The proposed compression of the teacher salary schedule and proposed furloughs are included in this agreement. (See attached.)

Action: Carried

Motion: Mrs. Carol Downey
Second: Mrs. Carrie Buck

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck
Noes: None
Abstained: None

- 2. Approved the proposal between PLUM and PYLUSD. The proposed compression of the certificated and classified management longevity stipend and proposed furloughs equal to that of APLE are included in this proposal. (See attached.)

Action: Carried

Motion: Mrs. Karin Freeman
Second: Mrs. Carrie Buck

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck
Noes: None
Abstained: None

- 3. Approved the proposed reduction in salary for Noon Duty Supervisors through furlough days equal to other bargaining groups.

Action: Carried

Motion: Mrs. Carol Downey
Second: Mrs. Carrie Buck

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck
Noes: None
Abstained: None

HUMAN RESOURCES (Continued)

4. Adopted Resolution No. 29 authorizing the reduction or elimination of particular kinds of services and/or programs identified in Exhibit A. (See attached.)

Action: Carried

Motion: Mrs. Karin Freeman

Second: Mrs. Carrie Buck

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

COMMUNICATIONS

None

BOARD REPORT

Mrs. Judi Carmona shared that with the quarantine, health, and mobility issues she had to restrict herself to online events like the virtual induction, promotions, and graduations. She commented that she was impressed at how well the district was able to put these events together.

Mrs. Carrie Buck reported that after initial reservations, she received very positive feedback on the drive-thru promotions and graduations. Most families were glad that we chose to have the ceremony now instead of waiting until August. The creativity exhibited will have a lasting impact for our students and district. Mrs. Buck participated in a call with Assemblyman Phillip Chen and Senator Ling Ling Chang on the impact of COVID-19 on our schools. It was a great opportunity to share what is happening at ground level and ask them for all they can do in Sacramento to help us. Finally, she thanked the public speakers and expressed that it makes a difference to hear from them.

Mrs. Karin Freeman attended several graduations and was amazed at all the creativity and innovation that went into planning these events. She said that the highlight for her was the individual masks that each school had made with their school name and logo. In conclusion, Mrs. Freeman thanked the public speakers for their comments.

Mrs. Carol Downey expressed how amazing the drive-through graduations turned out and thanked staff for all the hard work that went into making the events special for our seniors. Mrs. Downey complimented our administrators, teachers, and classified staff for everything they have done in the last three months during this challenging time, basically changing a whole school system. We did it and it was successful! She is looking forward to a good opening of school in September.

Mr. Eric Padget stated that, at first, he felt sad for the seniors because so many of their "first's" were taken away due to the COVID pandemic, but then to see what happened and what transformed in this district with the drive-through graduations was such a success. He thanked the great teachers out there who made the kids feel special. It was not a traditional graduation, but it was the best we could do. In addition, there was the opportunity to watch the virtual graduations. In closing, he mentioned he is looking forward to some time off during summer and hopes things continue to get better.

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 7:43 p.m.

REGULAR SESSION

Reconvened to Regular Session at 8:50 p.m.

ADJOURNMENT

Time: 8:51 p.m.

President Eric Padget adjourned the June 16, 2020 Board of Education in memory of campus supervisor, Jesse Camarena.

Action: Carried

Motion: Mrs. Karin Freeman

Second: Mrs. Judi Carmona

Ayes: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

Noes: None

Abstained: None

NEXT SCHEDULED MEETING

July 6, 2020 (Closed Session Only – Superintendent’s Evaluation)

July 7, 2020

EXTENSION OF TIME FOR VARIOUS CONTRACT SERVICES

Vendor Name	Amend No.	Contract No.	New Contract End Date
School Facility Consultants	3	1617-16	6/30/2021

INDEPENDENT CONTRACTOR AGREEMENTS - EDUCATIONAL SERVICES

1. BMX Freestyle Team, LLC
Presenter of grade-level positive behavior student assemblies for district elementary and middle schools as scheduled by each site, September 1, 2020 – June 30, 2021; budgeted gift funds, NTE: \$8,000 per school site
2. Building Block Entertainment
Presenter of grade-level anti-bullying student assemblies or workshops for district elementary and middle schools as scheduled by each site, September 1, 2020 – June 30, 2021; budgeted gift funds, NTE: \$8,000 per school site
3. Children Learning Connection
Provider of Functional Behavior Analysis Evaluation for Special Education Student No. 1709, July 1, 2020 – June 30, 2021; budgeted special education funds, NTE \$3,000
4. Discovery Cube
Presenter of grade-level science student assemblies or workshops for district elementary and middle schools as scheduled by each site, September 1, 2020 - June 30, 2021; budgeted gift funds, NTE: \$8,000 per school site
5. The Imagination Machine
Presenter of grade-level creative writing student assemblies or workshops for district elementary and middle schools as scheduled by each site, September 1, 2020 - June 30, 2021; budgeted gift funds, NTE: \$8,000 per school site
6. Meet the Masters
Presenter of grade-level art student assemblies or workshops for district elementary and middle schools as scheduled by each site, September 1, 2020 – June 30, 2021; budgeted gift funds, NTE: \$8,000 per school site
7. Fibo Kids Art Academy
Presenter of grade-level art student assemblies for Woodsboro Elementary School, November 20, 2019 - May 15, 2020; budgeted gift funds, NTE: \$2,249
8. Michelle H. Molina, Ph.D.
Provider of Psycho-Educational Evaluation assessment/ services including diagnostic observations for special education students, May 1, 2020 - June 30, 2020; budgeted special education funds, NTE \$4,000

SPECIAL EDUCATION CONTRACTS

1. Beacon Day School Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$200,000
2. Help for Brain Injured Children, Inc. (Cleta Harder Developmental School) Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$110,000
3. Olive Crest Academy Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$300,000
4. Portview Preparatory, Inc. Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2019 - June 30, 2020; was originally board approved on June 4, 2019; This request increases funds by \$40,000 for a revised total of budgeted special education funds, NTE: \$340,000
5. Portview Preparatory, Inc. Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$400,000
6. Professional Tutors of America, Inc. Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$50,000
7. Spectrum Center – Rossier Park Elementary School Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$200,000
8. Spectrum Center – Rossier Park Senior High School Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$200,000
9. Seneca Family of Agencies Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$50,000
10. Speech and Language Development Center Master Contract for Nonpublic, Nonsectarian School/ Agency Services from July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$100,000
11. Parents of Special Education student No. 970 Reimbursement for travel expenses July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$2,500
12. Parents of Special Education Student No. 1576 Reimbursement for travel expenses July 1, 2020 - June 30, 2021; budgeted special education funds, NTE: \$750
13. Parents of Special Education Student No.1713 Reimbursement for travel expenses July 1, 2020 - October 3, 2020; per IEP; budgeted special education funds, NTE: \$300
14. Parents of Special Education Student No. 1334 Reimbursement for educational services from March 13, 2020, to July 23, 2020; per Alternative Dispute Resolution budgeted special education funds, NTE: \$2,800

Placentia-Yorba Linda Unified School District

**RESOLUTION NO. 28
OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT GOVERNING BOARD
DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2020 - 2021**

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide ten days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in Grades 9 – 12, inclusive, and;

WHEREAS, a public hearing was held on June 16, 2020, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that is consistent with the content and cycles of the curriculum framework adopted by the state board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-Social Science,
- (iv) English/Language Arts, including the English language development component of an adopted program
- (v) Visual and Performing Arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2020 - 2021 school year, the Placentia-Yorba Linda Unified School District has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the state board for those subjects.

BE IT FURTHER RESOLVED, that for the 2020 - 2021 school year, the Placentia-Yorba Linda Unified School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course and that sufficient laboratory science equipment applicable to science laboratory courses offered in Grades 9 to 12, inclusive, is available to pupils.

AYES: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck

NOES: None

ABSENT: None

ABSTAIN: None

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I hereby certify the foregoing Resolution was duly and regularly adopted by the Placentia-Yorba Linda Unified School District at a regular meeting of the said Board held at Orange County, California on the 16th day of June 2020.

ATTEST:

Eric Padget
Eric Padget
Board President

Greg Plutko
Dr. Greg Plutko
Secretary to the Board of Education

Resolution No. 28

GIFTS

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

1. Check for \$769.25 from Brookhaven PTA to be used for materials and supplies for Brookhaven Elementary School.
2. Check for \$12,000.00 from Fairmont PTA to be used for Chromebooks and Chromebook carts for Fairmont Elementary School.
3. Check for \$403.90 from United Way, Inc. to be used for instructional supplies for Fairmont Elementary School.
4. Checks totaling \$2,274.00 from Sierra Vista PTA to be used for instructional supplies and bus transportation for field trips for Sierra Vista Elementary School.
5. Checks totaling \$3,349.00 from the Travis Ranch PTA to be used for a Red Ribbon Week assembly and transportation fees for field trips for Travis Ranch School.
6. Check for \$20,000.00 from MSI Surfaces to be used for Chromebooks for Valadez Middle School Academy.
7. Check for \$250.00 from Wagner PTA to be used for the HIN assembly for Wagner Elementary School.
8. Check for \$7,600.00 from Yorba Linda High School PTSA for senior picture signs for Yorba Linda High School.
9. Check for \$2,500.00 from the APLE Association of Placentia-Linda Educators for \$2,500.00 for signage for the high school senior class of 2020.
10. Three hundred (300) doc cams from Sharpat Kits to be used for teacher/student distance learning for the Technology Department.

CLASSIFIED HUMAN RESOURCES REPORT

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Debra Becker	SPED Aide I	Valadez	06/11/20
Kathryn Brooks-Klingaman	Clerk I	Valencia	07/07/20
Elizabeth Schoensiegel	SPED Aide I	Fairmont	06/11/20

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Easter Colvin	Child Care Tchr I	Mabel Paine	06/18/20
Christina Gutierrez	Child Care Tchr I	Wagner	05/28/20
Andrea Granillo	Child Care Tchr I	Woodsboro	06/05/20
Sandra Mendoza	Child Care Tchr I	Travis Ranch	06/11/20
Susan Montante	SPED Aide I	Valencia	06/11/20
Evan Quental	SPED Aide II	El Dorado	06/11/20
Antoinette Ries	SPED Aide I	Mabel Paine	06/11/20
Diana Roberts	SPED Aide I	Valencia	06/11/20
Woo Seo	Child Care Tchr I	Glenknoll	06/18/20

Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Marco Sandoval	Fac Maint Worker	Sr Maint Worker	05/16/20-06/10/20

<u>Short Term</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Zan Hrubeniuk	10	Health Svs Support	Health Svs	02/16/20-04/03/20
Brenda Karzen	20	Clerical Support	Rose Drive	08/26/19-12/20/19
Robert Lemos	150	Warehouse Support	Warehouse	04/01/20-06/30/20
David Rodriguez	150	Warehouse Support	Warehouse	04/01/20-06/30/20

StipendsDistrict Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Donna Westerguard	Science Camp	Rio Vista	\$414	11/28/19-11/30/19

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
James Kiefer	Baseball	El Dorado	\$2500	02/15/20-05/01/20
Justin Stevens	Boys Volleyball	El Dorado	\$1250	02/22/20-05/02/20

CERTIFICATED HUMAN RESOURCES REPORTResignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
James Householter	Valencia	Teacher	06/12/20
Elizabeth Lopez	Valencia	Resource Specialist	06/12/20
Kyle Muhlsteff	Esperanza	Teacher	06/15/20

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Meghan Meyers	Resource Spec	Topaz	General Unpaid	2020-2021 SY

Release from Temporary Contract

<u>Employee</u>	<u>Site</u>	<u>Subject</u>	<u>Effective</u>
Jennifer Barber	Rose Drive	Elem	06/12/20
Sherri Cruz	Travis Ranch	Elem	06/12/20
Aracely Elizondo	Esperanza	Spanish	06/12/20
Ashley Eskew	Glenknoll	Elem	06/12/20
Joleen Jones	Golden	Elem	06/12/20
Mary Khashi	Spec Ed	SDC	06/12/20
Christopher Le	Travis Elem	SDC	06/12/20
Erika Ontiveros	Fairmont	Elem	06/12/20
Irene Pearson	Glenview	Elem	06/12/20
Leanabeth Plunket	Mabel Paine	Elem	06/12/20
Kendra Pongetti	Golden	Elem	06/12/20
Vivian Soo	Valencia	RSP	06/12/20
Lisa Williams	Esperanza	Lang Arts/ELD	06/12/20
Rachelle Young	Glenknoll	Elem	06/12/20

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Alma Obkircher	Ed Svs	TOSA Projects	\$25	160	08/22/19-06/30/20
Shea Tarka	Brookhaven	ELD Svs	\$27	187	04/03/20-06/30/20

Educational Services, McKinney Vento Tutoring, \$27/Hr., 02/03/20-04/01/20

<u>Employee</u>	<u>NTE Hours</u>
Harvey Armbrust	6

Topaz, At-Risk Student Project Support, \$25/Hr., NTE 10 Hrs., 04/06/20-06/12/20

Ticiana Doty
Erin Pon

Stipends

<u>Employee</u>	<u>Site</u>	<u>Duty</u>	<u>NTE Amount</u>	<u>Effective</u>
Candy Plahy	Ed Svs	Doctoral Stipend	\$1500	05/10/20
Marciel Zuniga	Woodsboro	AVID Training	\$300	07/01/20-07/31/19

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

RESOLUTION NO. 26

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Placentia-Yorba Linda Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Placentia-Yorba Linda Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 16, 2020

Greg Plutko
District Superintendent
(Signature)

Eric Padget
President or Clerk of Governing Board
(Signature)

2019-2020 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2020		
For Fund 01, Resource 1400 Education Protection Account		
Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	
Revenue Limit Sources	8010-8099	4,965,504.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		4,965,504.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	Function Codes	
Instruction	1000-1999	4,965,504.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		4,965,504.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

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

Placentia Yorba Linda Unified School District - Association of Placentia Linda

School District - Bargaining Unit: Educators (APLE)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: June 16, 2020

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1 Salary Schedule Increase (Decrease)	\$ 102,073,996	\$ 224,563	\$ (2,692,918)	\$ 231,350
		0.22%	-2.64%	0.23%
2 Step and Column Increase (Decrease) Due to movement plus	\$ -	\$ -		
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ 78,000	\$ 78,000
		0.00%	0.00%	0.00%
Description of other compensation			Stipends & Classroom Materials	Stipends & Classroom Materials
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 20,312,727	\$ 44,688	\$ (574,993)	\$ 43,540
		0.22%	-2.83%	0.21%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 122,386,723	\$ 269,251	\$ (3,189,911)	\$ 352,890
7 Total Number of Represented Employees	1,127	1127	1112	1109
8 Total Compensation Average Cost per Employee	\$ 108,595	\$ 239	\$ (2,869)	\$ 318
		0.22%	-2.64%	0.29%

- 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"?

Compress the salary schedule to 25 Steps retroactive to July 1, 2019, and apply five (5) furlough days in 2020-21. The impact of the agreement is not included in the Adopted Budget.

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

Beginning July 1, 2019, step 26 will be eliminated from the schedule.

- 11. Please include comments and explanations as necessary.

Furlough Days: Bargaining Unit Members shall be furloughed with a pro-rata reduction of pay as follow:
Tier-I: Five (5) furlough days. The five (5) furlough days in 2020-21 will be determined through negotiations of a calendar by a joint committee of the bargaining teams. Based on current law, the five (5) furlough days cannot be scheduled on instructional days. Accordingly, the parties agree to schedule the five (5) furlough days on the available teacher planning and preparation days, unless additional flexibility is provided by the State to reduce the instructional year with the 2020-21 Adopted State Budget.

Tier-II: Additional five (5) furlough days. Should the District's 2020-21 funded LCFF Entitlement per ADA drop below \$9,215, and the State provides the required flexibility to reduce the instructional year, up to five (5) additional furlough days will be added on a proportionate basis for each \$40 decrease in the LCFF Entitlement. The five (5) additional days will be determined through negotiations of the 2020-21 calendar by a joint committee of the bargaining teams. In the event the District's 2020-21 funded LCFF Entitlement per ADA drops below \$9,215, and the State does not provide the needed flexibility to reduce the instructional year with the 2020-21 Adopted Budget, the parties agree to re-open negotiations immediately.
 The parties will proceed on the basis of Tier I until a California State Budget is adopted.

Due to an extension of the 2019 State tax filing deadline to July 15, 2020, and a widely anticipated revision to the 2020-21 State budget in mid-August or early fall, the parties agree to re-compute any Tier II adjustments that may have been triggered upon adoption of the State budget, based on the criteria identified in Tier II above.

Each party will have the option to re-open on Wages and Benefits if the District's 2020-21 funded LCFF Entitlement per ADA is less than \$9,015 or greater than \$9,215.

Effective the 2020-21 school year, unit members at an elementary school site whose grade level changes shall receive \$250 to purchase classroom materials/supplies.

Effective the 2020-21 school year, for any secondary unit member receiving a stipend for more than 10 years, a factor of 0.019 on the Extra Duty table in Section E shall apply.

- 12. Does this bargaining unit have a negotiated cap for Health and Welfare bene Yes

If yes, please describe the cap amount.

N/A

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

The following are the proposed negotiated changes in noncompensation. Please see attached Tentative Agreement signed on May 26, 2020.

- 1) Contract Language Changes (pages 1-6)
- 2) MOU on Maximum Class Size (page 7)
- 3) MOU Pilot Program Elementary Grade-Level Reassignment (page 8)
- 4) MOU on PE and Music use of facilities on inclement weather (page 9)
- 5) MOU on Maximum Speech Caseload (page 10)
- 6) Goals and Objectives Form A (page 11)
- 7) MOU on Full Day Kindergarten (page 12)
- 8) MOU on Travel Time Pay Option (page 13)
- 9) MOU on PLC (pages 14-16)
- 10) Certificated Calendar for 2021-22 School Year (page 17)
- 11) Potential Alternate Calendars (page 18)

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.)

See specific language included in the Tentative Agreement.

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

Due to an extension of the 2019 State tax filing deadline to July 15, 2020, and a widely anticipated revision to the 2020-21 State budget in mid-August or early fall, the parties agree to re-compute any Tier II adjustments that may have been triggered upon adoption of the State budget, based on the criteria identified in Tier II above.

Each party will have the option to re-open on Wages and Benefits if the District's 2020-21's funded LCFF Entitlement per ADA is less than \$9,015 or greater than \$9,215

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year?**
"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 2019-20 and 2021-22 by \$270K and \$353K, respectively, the increase will be funded through District reserves. The agreement decreases the deficit in 2020-21 by \$3.2M.

- 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: **Association of Placentia Linda Educators (APLE)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/16/2020)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 232,650,024			\$ 232,650,024
Remaining Revenues (8100-8799)	\$ 9,985,932			\$ 9,985,932
TOTAL REVENUES	\$ 242,635,956	\$ -	\$ -	\$ 242,635,956
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 98,115,055	\$ 183,370	\$ -	\$ 98,298,425
Classified Salaries (2000-2999)	\$ 26,847,296	\$ -	\$ -	\$ 26,847,296
Employee Benefits (3000-3999)	\$ 50,863,809	\$ 36,491	\$ -	\$ 50,900,300
Books and Supplies (4000-4999)	\$ 5,935,261			\$ 5,935,261
Services, Other Operating Expenses (5000-5999)	\$ 10,017,669			\$ 10,017,669
Capital Outlay (6000-6599)	\$ 477,115			\$ 477,115
Other Outgo (7100-7299) (7400-7499)	\$ 7,689,196			\$ 7,689,196
Direct Support/Indirect Cost (7300-7399)	\$ (1,093,960)			\$ (1,093,960)
Other Adjustments				
TOTAL EXPENDITURES	\$ 198,851,441	\$ 219,861	\$ -	\$ 199,071,302
OPERATING SURPLUS (DEFICIT)	\$ 43,784,515	\$ (219,861)	\$ -	\$ 43,564,654
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 850,000			\$ 850,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 1,925,038			\$ 1,925,038
CONTRIBUTIONS (8980-8999)	\$ (35,328,739)			\$ (35,328,739)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 7,380,738	\$ (219,861)	\$ -	\$ 7,160,877
BEGINNING BALANCE	\$ 36,179,000			\$ 36,179,000
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 43,559,738	\$ (219,861)	\$ -	\$ 43,339,877
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,242,407			\$ 1,242,407
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -			\$ -
Other Commitments (9760)	\$ -			\$ -
Other Assignments (9780)	\$ 28,310,285	\$ (208,868)		\$ 28,101,417
Reserve for Economic Uncertainties (9789)	\$ 14,007,046	\$ (10,993)		\$ 13,996,053
Unassigned/Unappropriated (9790)	\$ -	\$ -		\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/16/2020)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -			\$ -
Remaining Revenues (8100-8799)	\$ 43,060,458			\$ 43,060,458
TOTAL REVENUES	\$ 43,060,458	\$ -	\$ -	\$ 43,060,458
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,607,175	\$ 41,192	\$ -	\$ 23,648,367
Classified Salaries (2000-2999)	\$ 15,359,911	\$ -	\$ -	\$ 15,359,911
Employee Benefits (3000-3999)	\$ 23,470,088	\$ 8,197	\$ -	\$ 23,478,285
Books and Supplies (4000-4999)	\$ 4,379,629			\$ 4,379,629
Services, Other Operating Expenses (5000-5999)	\$ 8,723,427			\$ 8,723,427
Capital Outlay (6000-6599)	\$ 2,875,076			\$ 2,875,076
Other Outgo (7100-7299) (7400-7499)	\$ 275,179			\$ 275,179
Direct Support/Indirect Cost (7300-7399)	\$ 673,960			\$ 673,960
Other Adjustments				0
TOTAL EXPENDITURES	\$ 79,364,445	\$ 49,389	\$ -	\$ 79,413,834
OPERATING SURPLUS (DEFICIT)	\$ (36,303,987)	\$ (49,389)	\$ -	\$ (36,353,376)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -			\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -			\$ -
CONTRIBUTIONS (8980-8999)	\$ 35,328,739			\$ 35,328,739
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (975,248)	\$ (49,389)	\$ -	\$ (1,024,637)
BEGINNING BALANCE	\$ 12,648,507			\$ 12,648,507
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 11,673,259	\$ (49,389)	\$ -	\$ 11,623,870
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -			\$ -
Restricted Reserves (9740)	\$ 11,673,259	\$ (49,389)		\$ 11,623,870
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**Enter Bargaining Unit: **Association of Placentia Linda Educators (APLE)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/16/2020)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 232,650,024	\$ -	\$ -	\$ 232,650,024
Remaining Revenues (8100-8799)	\$ 53,046,390	\$ -	\$ -	\$ 53,046,390
TOTAL REVENUES	\$ 285,696,414	\$ -	\$ -	\$ 285,696,414
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 121,722,230	\$ 224,562	\$ -	\$ 121,946,792
Classified Salaries (2000-2999)	\$ 42,207,207	\$ -	\$ -	\$ 42,207,207
Employee Benefits (3000-3999)	\$ 74,333,897	\$ 44,688	\$ -	\$ 74,378,585
Books and Supplies (4000-4999)	\$ 10,314,890	\$ -	\$ -	\$ 10,314,890
Services, Other Operating Expenses (5000-5999)	\$ 18,741,096	\$ -	\$ -	\$ 18,741,096
Capital Outlay (6000-6599)	\$ 3,352,191	\$ -	\$ -	\$ 3,352,191
Other Outgo (7100-7299) (7400-7499)	\$ 7,964,375	\$ -	\$ -	\$ 7,964,375
Direct Support/Indirect Cost (7300-7399)	\$ (420,000)	\$ -	\$ -	\$ (420,000)
Other Adjustments				
TOTAL EXPENDITURES	\$ 278,215,886	\$ 269,250	\$ -	\$ 278,485,136
OPERATING SURPLUS (DEFICIT)	\$ 7,480,528	\$ (269,250)	\$ -	\$ 7,211,278
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 850,000	\$ -	\$ -	\$ 850,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 1,925,038	\$ -	\$ -	\$ 1,925,038
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 6,405,490	\$ (269,250)	\$ -	\$ 6,136,240
BEGINNING BALANCE	\$ 48,827,507			\$ 48,827,507
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 55,232,997	\$ (269,250)	\$ -	\$ 54,963,747
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,242,407	\$ -	\$ -	\$ 1,242,407
Restricted Reserves (9740)	\$ 11,673,259	\$ (49,389)	\$ -	\$ 11,623,870
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 28,310,285	\$ (208,868)	\$ -	\$ 28,101,417
Reserve for Economic Uncertainties (9789)	\$ 14,007,046	\$ (10,993)	\$ -	\$ 13,996,053
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund**Enter Bargaining Unit: **Association of Placentia Linda Educators (APLE)**

	2019-20	2020-21	2021-22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 232,650,024	\$ 211,504,254	\$ 208,919,022
Remaining Revenues (8100-8799)	\$ 53,046,390	\$ 49,226,829	\$ 48,653,278
TOTAL REVENUES	\$ 285,696,414	\$ 260,731,083	\$ 257,572,300
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 121,946,792	\$ 120,531,944	\$ 124,515,510
Classified Salaries (2000-2999)	\$ 42,207,207	\$ 43,302,994	\$ 43,694,004
Employee Benefits (3000-3999)	\$ 74,378,585	\$ 74,347,386	\$ 77,416,921
Books and Supplies (4000-4999)	\$ 10,314,890	\$ 8,323,183	\$ 7,675,571
Services, Other Operating Expenses (5000-5999)	\$ 18,741,096	\$ 20,821,352	\$ 21,535,692
Capital Outlay (6000-6999)	\$ 3,352,191	\$ 1,328,271	\$ 1,248,271
Other Outgo (7100-7299) (7400-7499)	\$ 7,964,375	\$ 7,455,831	\$ 7,361,971
Direct Support/Indirect Cost (7300-7399)	\$ (420,000)	\$ (375,000)	\$ (375,000)
Other Adjustments		\$ -	\$ (29,000,000)
TOTAL EXPENDITURES	\$ 278,485,136	\$ 275,735,961	\$ 254,072,940
OPERATING SURPLUS (DEFICIT)	\$ 7,211,278	\$ (15,004,878)	\$ 3,499,360
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 850,000	\$ 500,000	\$ 850,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 1,925,038	\$ 2,288,725	\$ 2,288,725
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 6,136,240	\$ (16,793,603)	\$ 2,060,635
BEGINNING BALANCE	\$ 48,827,507	\$ 54,963,747	\$ 38,170,144
CURRENT-YEAR ENDING BALANCE	\$ 54,963,747	\$ 38,170,144	\$ 40,230,779
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 1,242,407	\$ 1,242,407	\$ 1,242,407
Restricted Reserves (9740)	\$ 11,623,870	\$ 13,244,300	\$ 15,038,796
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 28,101,417	\$ 9,782,203	\$ 11,131,493
Reserve for Economic Uncertainties (9789)	\$ 13,996,053	\$ 13,901,234	\$ 12,818,083
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 280,410,174	\$ 278,024,686	\$ 256,361,665
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.0%	3.0%	3.0%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 8,412,305	\$ 8,340,741	\$ 7,690,850

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 13,996,053	\$ 13,901,234	\$ 12,818,083
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 13,996,053	\$ 13,901,234	\$ 12,818,083
h.	Reserve for Economic Uncertainties Percentage	5.0%	5.0%	5.0%

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

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

N/A

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

Based on the Governor's 2020-21 May Revision released on Thursday, May 14, 2020, the District will submit a detailed list of budget reductions and implementation timeline to the Orange County Department of Education, if necessary.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

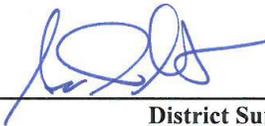
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Placentia-Yorba Linda Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Placentia Yorba Linda Unified School District - Association of Placentia Linda Educators (APLE) Bargaining Unit, during the term of the agreement from July 1, 2019 to June 30, 2020.

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

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>-</u>
<u>Expenditures/Other Financing Uses</u>	<u>269,251.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>-</u>

N/A (No budget revisions necessary)



District Superintendent
 (Signature)

6/16/2020

Date



Chief Business Officer
 (Signature)

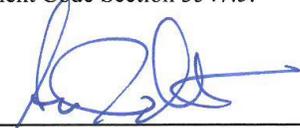
6/16/2020

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)

6/16/2020

Date

President or Clerk of Governing Board
(Signature)

6/16/2020

Date

David Giordano, Assistant Superintendent, Business Services
Contact Person

714-985-8419

Phone

Exhibit A

TENTATIVE AGREEMENT

Between the
Placentia-Yorba Linda Unified School District (PYLUSD)
and the
Association of Placentia-Linda Educators (APLE)
For the 2019-20 School Year

Article 12

- 1. Modify Article 12, Section C as follows:

"C. Posting of Vacancies

- 1. Notice of vacancies which occur during the school year shall be sent **emailed** to each school, **each unit member** for posting on the bulletin board and mailed to **and** the Association office within one (1) service day after being posted, in the District's central office.
- 2. ~~The District shall inform interested unit members regarding vacancies at times other than during the school year by means of the District recording device and posting in the personnel office. Upon request, the District shall mail a copy of the vacancy notice to the unit member.~~
- 3. No vacancy shall be filled until the deadline for application has expired, which shall be no less than six (6) days **following the posting of the position.** ~~posting in the District's central office.~~

- 2. Modify Article 12, Section D as follows:

"D. Unit Member-initiated Transfers

- 1. A unit member may request a transfer to take effect ~~during the school year or~~ at the beginning of the next school year. Transfers that take effect mid-year may be requested, but must be approved by the Assistant Superintendent of Human Resources or designee.
- 2. The unit member desiring transfer shall submit a ~~request for~~ Certificated Transfer Form ~~transfer to the manager of Certificated Personnel Services Human Resources Department. The request shall include the unit member's qualifications and preferences as to assignment(s) and school(s).~~
- 3. Openings that occur during the certificated work calendar shall be sent to unit members pursuant to section C(3) above. Transfer requests must be submitted within six days of when the posting of the position was sent to unit members. Unit members that submit a transfer request shall be interviewed within 15 working days of the closing of the position.

4. Requests for transfers that are not acted upon by the District before ~~October 1~~ the first day of service for teachers will expire. ~~become inactive and returned to the unit member.~~
5. The District shall select the applicant who possesses the best qualifications for the position as measured by training, education and experience. The qualifications to be considered shall be the same as for District-initiated transfers as described in Section E of this article. If substantially equal qualifications exist between two or more applicants, the applicant with greater seniority with the District shall be transferred.
6. Unit-member initiated transfer request must be submitted to the ~~Personnel Office~~ Human Resources Department by ~~April~~ March 1st to receive first consideration prior to outside candidates for the next school year.
7. A transfer request may be rescinded by the unit member at any time prior to the transfer being acted upon by the District.
8. When a transfer is denied, upon request of the unit member, the specific reasons for the denial will be provided. The unit member may then confer with the ~~manager of Certificated Personnel Services~~ Director of Human Resources to discuss the matter.
9. Full time unit members with six (6) or more years in a special education assignment shall be assigned, upon request, to a regular classroom assignment for at least two years if a credentialed replacement can be found and there is a vacancy for which the unit member is fully credentialed and to which another bargaining unit member is not entitled under this article. After two years in the regular education assignment, the unit member may at the District's option be reassigned to a special education assignment designated by the District."
3. Modify Article 12, Section E(9-11) as follows:
- "9. When a District-initiated transfer of a unit member is pending, notice of a transfer will be made in writing to the unit member. Whenever possible the unit member shall be notified at least five (5) days prior to the effective date of the transfer. Reasons shall be included with this notification of transfer and verified by a letter from the ~~manager of Certificated Personnel Services~~ Director of Human Resources.
10. In the event of a District initiated transfer of a unit member from one site to another or one elementary classroom (including PK) to another, the unit member shall be provided with a substitute for two (2) working days or eight (8) additional hours at the non-instructional certificated hourly rate of pay at the discretion of the unit member. Except as provided below, unit members shall not receive more than two (2) working days of a substitute or eight (8) additional hours pursuant to this section per move. Up to one additional day may be granted at the discretion of the District. A unit member may not take a combination of days and hourly pay. The unit members' supplies and materials shall be transported by the District.
11. Unit members shall have the right to trade positions for one year if both unit members are properly credentialed and agree to the trade with the approval of all principals of the schools involved and the ~~District Personnel Office~~ Human Resources Department. Upon the conclusion

of the year, the trade may become permanent if both unit members and both principals agree to the permanent change.”

- 4. Modify Article 12, Section F to read as follows:

“F. Assignments

- 1. All unit members will receive their tentative site and teaching assignments by June 1 of each year.
- 2. At the time of hiring, new unit members will receive their tentative site and teaching assignments.
- 3. In the event that a unit member is reassigned after the beginning of the school year, that unit member shall be granted a reasonable amount of released time to prepare for the new assignment.
- 4. Unit member assignments/reassignments shall reflect fair and equitable consideration by the immediate supervisor.
- 5. When a unit member is reassigned or transferred to another classroom, the District shall, upon request, provide moving materials and move the unit member's boxes, materials, and other items to the unit member's new classroom.”

- 5. Add Article 12, Section F(8) as follows:

“8. Effective the 2020-21 school year, unit members at an elementary school site whose grade level changes shall receive \$250 to purchase classroom materials/supplies.” Combination classes shall not result in receiving more than \$250. Purchase requests shall be processed on days the school office is open.”

Article 13 (Evaluation Procedures)

- 1. The current MOU on Goals and objectives is currently located in Section F(1) of the Agreement. The parties agree to make this a permanent addition to the Agreement.
- 2. Modify Section H(1)(a) to read as follows:
 - “a. October 1 Annual Objectives submitted by the unit member to the evaluator.”

Article 14 (Salary)

1. Effective 2020-21 school year, change Section E, \$250 stipend for 10+ years of receiving a stipend in any one stipend category to a factor of 0.019 on the Extra Duty table in Section E for secondary unit members.
2. Compress the salary schedule to 25 steps retroactive to July 1, 2019.
3. Furlough Days: Bargaining Unit Members shall be furloughed with a pro-rata reduction of pay as follows:
 - Tier I: Five (5) furlough days. The five (5) furlough days in 2020-21 will be determined through negotiations of a calendar by a joint committee of the bargaining teams. Based on current law, the five (5) furlough days cannot be scheduled on instructional days. Accordingly, the parties agree to schedule the five (5) furlough days on the available teacher planning and preparation days, unless additional flexibility is provided by the State to reduce the instructional year with the 2020-21 Adopted State Budget.
 - Tier II: Additional five (5) furlough days. Should the District's 2020-21 funded LCFF Entitlement per ADA drop below \$9,215, and the State provides the required flexibility to reduce the instructional year, up to five (5) additional furlough days will be added on a proportionate basis for each \$40 decrease in the LCFF Entitlement. The five (5) additional days will be determined through negotiations of the 2020-21 calendar by a joint committee of the bargaining teams. In the event the District's 2020-21 funded LCFF Entitlement per ADA drops below \$9,215, and the State does not provide the needed flexibility to reduce the instructional year with the 2020-21 Adopted Budget, the parties agree to re-open negotiations immediately.
4. The parties will proceed on the basis of Tier I until a California State Budget is adopted.
5. Due to an extension of the 2019 State tax filing deadline to July 15, 2020, and a widely anticipated revision to the 2020-21 State budget in mid-August or early fall, the parties agree to re-compute any Tier II adjustments that may have been triggered upon adoption of the State budget, based on the criteria identified in Tier II above.
6. Each party will have the option to re-open on Wages and Benefits if the District's 2020-21 funded LCFF Entitlement per ADA is less than \$9,015 or greater than \$9,215.
7. Prior to the first teacher workday in 2020-21, the District and the Association will enter into a written agreement on the salary schedules for the 2020-21 school year based on the provisions of this agreement.
8. It is the basis of this agreement that other units (management or classified) will receive furlough days which result in the same percentage to two decimal places in salary reductions, or the

equivalent of this reduction through other means. In the event that this does not occur, the parties will meet to reduce the cuts provided for in this agreement accordingly.

9. The District and Association agree to have alternative calendars for the 2020-21 school year. These calendars will allow for Tier 1 temporary furlough day savings, if needed. The alternate calendars may only be implemented prior to the first day of teacher service and requires the written consent of the District and the Association.

Article 16 (Professional Day)

1. Modify Article 16, Section A to read as follows:

“Unit members shall be at the assigned work site at least thirty (30) minutes (25 minutes for early release sites) prior to the beginning of each instructional day and remain a sufficient time at the end of each instructional day for class preparation and planning, assessment and evaluation, conferring with parents and students, faculty meetings and in-service. The length of the professional day for unit members at comparable work sites shall be monitored by the District and the Association to insure need and equitability.”

2. Modify Article 16, Section E to read as follows:

“E. PLC procedures and protocols shall be followed at each school site as provided in the PLC Memorandum of understanding attached as an MOU to this Agreement. The District and Association shall jointly monitor PLC procedures and protocols.”

3. Modify Article 16, Section F to read as follows:

“F. The District, whenever possible, will reserve the first and third Wednesday afternoons for Association business. The District shall not require attendance at meetings which would preclude Association executive council members or site representatives ~~(not more than one site representatives)~~ (not more than one site representative for each 20 bargaining unit members or fraction thereof) from attending executive council meetings or site rep council meetings on the first and third Wednesday respectively. On the third Wednesday of the month, the District shall not schedule any activity that will require executive board members or site representatives to return to school or any other duty after their site rep council meeting. If a high school Back to School Night is scheduled on the third Wednesday of the month, the District and APLE will consult to facilitate the site representatives participation in both events.”

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

“I. Preparation Time

1. Preparation time is a duty period and shall be used for professional assignment- related work including preparation for classes, preparation of instructional materials, presentation of or attendance at demonstration lessons, participation in teacher training, conferences with the principal, other staff members, and parents of pupils.

2. The provisions of this Article XVI, Section A-G, shall apply on a pro-rata basis by applying the full-time equivalency for unit members employed less than full-time.
 3. Beginning the second week of school, Unit members assigned to a regular elementary (grades K-6) school class shall have 240 minutes every two weeks for preparation. Any failure to provide preparation time to a unit member shall result in the missed preparation time be added to the required 240 minutes in the following two-week period. (See Full-Day Kindergarten MOU attached to this Agreement for requirements for Full-Day Kindergarten implementation).
 4. All SDC teachers teaching grades 1-6 at an elementary site, elementary RSP teachers, SLP teachers, pre-school and Kindergarten SDC teachers with full programs each school day and unit members providing DIS services (Orientation and Mobility, Deaf/Hard of Hearing, Visually Impaired, Adapted P.E.) shall have 10 full days or 20 half days of release time per year to be taken at a time mutually agreed to between the teacher and the site administrator. The unit member may not take more than two (2) full consecutive days or more than three (3) full days in any one month.
 5. When a K-6 class is provided enrichment instruction by another unit member not regularly assigned to that class, the unit member will not be required to remain in the instructional area.”
5. Modify Article 16, Section N to read as follows:
- “N. In accordance with the adopted school calendar, unit members will have 185 service days.”

MEMORANDUM OF UNDERSTANDING
(Maximum Class Size)
BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

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

It is understood by both parties that during the 2020-21, 2021-22 and 2022-23 school years, The Class Size Maximums stated below affirm the parties' specific agreement as it pertains to Article XI of the Collective Bargaining Agreement covering the period of the July 1, 2020-June 30, 2023. The parties hereby agree that this agreement constitutes a "collectively bargained alternative ratio" (class size maximum) for each school site" in grades TK through 3 in accordance with California Education Code section 42238.02 (d) (3) (D).

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

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

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



Authorized Representative

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

5/26/20

Date



Authorized Representative

ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

5/26/20

Date

MEMORANDUM OF UNDERSTANDING
(Inclement Weather)
BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

This MOU is agreed upon between the Placentia-Yorba Linda Unified School District and the Association of Placentia-Linda Educators regarding Article XV, Safety.

It is agreed upon by both parties that elementary P.E. teachers, music teachers, and site administration shall develop a yearly plan prior to the end of the first month of school, to use school site spaces on any day that P.E. cannot be held outdoors.

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

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

This Memorandum of Understanding shall be in place for the 2020-21 school year.



 Authorized Representative

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

5/26/20

 Date



 Authorized Representative

ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

5/26/20

 Date

MEMORANDUM OF UNDERSTANDING
(Maximum Case Load)
BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

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

It is agreed upon by both parties that Education Code 56363.3 reads, "The average caseload for language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload." The District will seek to recruit additional Speech and Language Specialists in order to make progress towards the average caseload of 55 and will study the caseload and workload of Speech and Language Specialists in the PYLUSD in order to determine if there are reasons such as consult and/or monitor for "a greater average caseload" as specified in the Education Code.

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

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

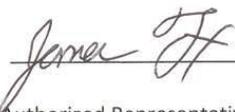


 Authorized Representative

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

5/26/20

 Date



 Authorized Representative

ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

5/26/20

 Date

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
 Teacher Annual Objective (Pilot 2018/2019 Form A)

Teacher:		Teaching Assignment:		School Year:
Evaluator:		School Site/Department:		2018/2019
Professional Growth Goal				
Actions				
Connection to district or School, dept, or grade level goals and/or methods described in Article XIII D(1)				
Teacher Reflections				
Principal Reflections				
Mutually Agreed by November 1		Reflection Conference by End of Year		
Teacher Signature:	Date:	Teacher Signature:	Date:	
Principal Signature:	Date:	Principal Signature:	Date:	

MEMORANDUM OF UNDERSTANDING

(Secondary Travel Time Option)

Between

Placentia-Yorba Linda Unified School District ("District")

And

Association of Placentia-Linda Educators ("Association")

The District and the Association agree that secondary teachers who have an assignment that requires them to travel between two school sites must be provided adequate and reasonable time for travel and preparation between school sites.

For the 2020-21 school year, the parties agree to pilot a program to give unit members the option, at the sole discretion of the unit member, to travel between school sites during their lunch or break times. If a unit member is offered this option by the District and the unit member accepts the offer, the unit member shall be responsible for traveling during their lunch/break times and shall be compensated at the hourly non-instructional rate each day they are traveling during their lunch/break periods.

It is understood that preparation time provided in the contract is not considered lunch/break time and that all unit members must be provided their contractual preparation time or receive an overload for using their preparation time for travel.

The parties will review this pilot MOU for the 2021-2022 school year.



For the District



For the Association

PLC Memorandum of Understanding

The Placentia-Yorba Linda Unified School District ("District") and the Association of Placentia-Linda Educators ("APLE") agree to the following as clarification of PLC language in the previously agreed MOUs. This MOU replaces all previous PLC MOUs entered between the District and APLE. This MOU shall be in effect for the 2019-20 school year.

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

PLCs focus on one or more of the following questions:

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

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

1(a) PLC Calendar Development

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

The options for PLC calendar development are Vertical/Department or Horizontal/Grade Level meetings. The calendar development shall not determine the agenda for each PLC meeting. The schedule will be presented to the staff for final review prior to the start of each school year. If consensus between the staff and the site administrator cannot be reached, the process shall begin again until a consensus can be reached.

At the conclusion of the process, the site administrator and APLE site representative shall sign the District's PLC: Annual Calendar Development Form (Appendix) and the site administrator shall submit the form to Human Resources by the end of the 2nd calendar week of the school year. Human Resources will send a copy of the form to the APLE President by the 3rd Wednesday in September. If the APLE site

representative cannot sign the form because he/she believes the process was not followed, the next site PLC day shall be used to reach agreement with a representative from Human Resources and APLE (selected by APLE) to help facilitate an agreement.

1(b) PLC Agenda Development

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

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

2. Eight early release or late start days (not including pre-service days) will be set aside for the use of staff meetings and/or professional development at the discretion of the site administrator. These eight days will be tentatively placed on the calendar, after consultation with the site leadership team, prior to the PLC calendar development discussion with staff. Agendas for these days will be set by the site administrator and all staff are expected to attend.
3. Four early release or late start days will be designated for teacher planning per year (including but not limited to quarterly planning, lesson planning, report card preparation, grading, etc). These days will be initially designated by the site administrator and leadership team prior to the start of school and brought to the staff for consensus as part of the PLC calendar development process. No agenda will be requested on these days; however, teachers shall remain on campus during the 60 minute planning period.
4. All PLC meetings will be 60 minutes in duration. All staff members on contract duty during the PLC will need to be present for the full 60 minutes. As a result, at all early release sites, teachers will be required to report to school 25 minutes prior to the start of the school day instead of 30 minutes.
5. Unit members that are part of stand-alone electives/departments, preppy k, music, elementary PE, Speech, SDC, RSP and other specialized student support providers may meet off-site with prior approval from their site administrator(s).
6. Additional staff meetings may only be held for extenuating circumstances requiring immediate action (these might include natural disasters, an accident involving student or staff member, site administrator changes, etc).

7. Teachers should not be called away from collaboration time for other purposes (including but not limited to IEPs), except in extenuating circumstances requiring immediate action. Every effort shall be made to preserve teacher collaboration time.
8. PLC meeting norms shall be established by each team and reviewed annually.
9. The Association faculty representative shall be granted a minimum of five minutes during regular faculty meetings to announce the agenda for the upcoming Association business unless the Association faculty representative has informed the site administrator one week in advance that they do not need this time.

Elementary Release Time: Teachers will be provided a minimum of 240 minutes of release time every two weeks in the following way:

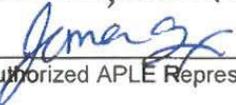
Grades 1st - 3rd	Grades 4th - 6th	Kindergarten
• PE (*180 minutes)	<input type="checkbox"/> PE (*180 minutes)	<input type="checkbox"/> 30 minutes end of the teaching day
<input type="checkbox"/> Library (60 minutes)	<input type="checkbox"/> Instrumental/Vocal Music (90 minutes)**	
• Computers (30 minutes) (Teachers take students into computers on non-release weeks)	(Computers and library are no longer release time; teachers take students into computers and library weekly) **Instrumental music will continue to be provided two times per week for 45 minutes. When vocal and instrumental music are provided it is deemed release time.	Kindergarten students go to computers and library, but not as release time
<i>This equates to 60 minutes per month over the contractual minimum</i>		

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

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



 Assistant Superintendent Human Resources



 Authorized APLE Representative

6/10/19

 Date

6/10/19

 Date

2021-2022 Teacher Calendar

****DRAFT****

Month	Su	Mo	Tu	W	Th	Fr	Sa	Notes
July-21					1	2	3	
	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
August-21	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31					
September-21					1	2	3	4
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30			
October-21						1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31							
November-21		1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					
December-21				1	2	3	4	
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31		
January-22							1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						
February-22				1	2	3	4	5
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28						
March-22				1	2	3	4	5
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31			
April-22						1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
May-22		1	2	3	4	5	6	7
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31					
June-22					1	2	3	4
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30			

Semester 1 - 89 Student Days
 Q1 - 47 Q2 - 42
 Plus 3 Secondary Work Days/4 Elementary Work Days

185 Work Days

Semester 2 - 91 Student Days
 Q3 - 48 Q4 - 43
 Plus 1 Secondary Work Day

Calendar Furlough Day Scenarios for 20-21

2020-2021 School Year: Scenario for no reduction in instructional days

1 Day	2 Days	3 Days	4 Days	5 Days
8/27	8/27	8/27	8/27	8/27
	8/28	8/28	8/28	8/28
		1/29 (+11/20)	1/29 (+11/20)	8/31
			6/18	1/29 (+11/20)
				6/18

2020-2021 School Year: Scenario for up to 10 days with permitted instructional day reduction

6 Day	7 Days	8 Days	9 Days	10 Days
8/27	8/27	8/27	8/27	8/27
8/28	8/28	8/28	8/28	8/28
10/16	1/4	1/4	1/4	1/4
1/15	1/5	1/5	1/5	1/5
4/30	1/6	1/6	1/6	1/6
5/28	1/7	1/7	1/7	1/7
	1/8	1/8	1/8	1/8
		6/18	4/30	4/30
			6/18	5/28
				6/18

TENTATIVE AGREEMENT

Signature Page

The following represents the entire Tentative Agreement between the District and the Association for the 2019-20 school year:

- 1. Contract language changes pages 1-6
- 2. MOU on Maximum Class Size page 7
- 3. MOU Pilot Program Elementary Grade-Level Reassignment page 8
- 4. MOU on PE and Music use of facilities on inclement weather page 9
- 5. MOU on Maximum Speech Caseload page 10
- 6. Goals and Objectives Form A page 11
- 7. MOU on Full Day Kindergarten page 12
- 8. MOU on Travel Time Pay Option page 13
- 9. MOU on PLC pages 14-16
- 10. Certificated calendar for 2021-22 school year page 17
- 11. Potential Alternate Calendars page 18
- 12. Signature page page 19



 For the District

5/26/20

 Date



 For the Association

5/26/20

 Date

Exhibit A

**Certificated Management
2020-2021 Schedule 11
7/1/2020**

Position	Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	*Step 7
Exec Director	226	0	\$154,110	\$157,959	\$161,912	\$165,959	\$170,107	\$174,357	\$178,719
Director I	224	1	\$133,429	\$136,762	\$140,182	\$143,687	\$147,279	\$150,959	\$154,736
High School Principal	224	1	\$133,429	\$136,762	\$140,182	\$143,687	\$147,279	\$150,959	\$154,736
Continuation Principal	219	2	\$116,644	\$119,561	\$122,552	\$125,614	\$128,752	\$131,975	\$135,272
Director III	221	3	\$114,879	\$117,746	\$120,690	\$123,731	\$126,802	\$129,972	\$133,220
Administrator	215	4	\$119,813	\$122,812	\$125,878	\$129,027	\$132,252	\$135,558	\$138,946
K-12 Principal	214	5	\$116,644	\$119,561	\$122,552	\$125,614	\$128,752	\$131,975	\$135,272
Middle School Principal	214	5	\$116,644	\$119,561	\$122,552	\$125,614	\$128,752	\$131,975	\$135,272
H.S. Asst. Principal	213	6	\$110,673	\$113,437	\$116,273	\$119,179	\$122,160	\$125,215	\$128,345
Elementary Principal	210	7	\$114,309	\$117,164	\$120,096	\$123,098	\$126,175	\$129,332	\$132,564
Coordinator	210	8	\$102,430	\$104,995	\$107,617	\$110,307	\$113,065	\$115,892	\$118,791
Middle Sch Asst. Prin.	204	9	\$101,726	\$104,269	\$106,876	\$109,549	\$112,288	\$115,094	\$117,971
Elem. Asst. Principal	204	10	\$99,519	\$102,005	\$104,559	\$107,173	\$109,849	\$112,596	\$115,413
Supervisor	200	11	\$94,118	\$96,472	\$98,882	\$101,353	\$103,885	\$106,484	\$109,144
Counselor	200	12	\$93,508	\$95,842	\$98,243	\$100,696	\$103,217	\$105,795	\$108,441
Dean/Activities Director	200	12	\$93,508	\$95,842	\$98,243	\$100,696	\$103,217	\$105,795	\$108,441
High School/Athl Director	200	13	\$94,113	\$96,472	\$98,879	\$101,350	\$103,883	\$106,484	\$109,143
Program Specialist	196	14	\$92,232	\$94,537	\$96,902	\$99,323	\$101,805	\$104,356	\$106,961
Psychologists	196	15	\$89,544	\$94,537	\$96,902	\$99,323	\$101,805	\$104,356	\$112,310
Mental Health Clinician	196	15	\$89,544	\$94,537	\$96,902	\$99,323	\$101,805	\$104,356	\$112,310
Wellness Specialist	185	16	\$83,964	\$88,646	\$93,134	\$95,461	\$96,092	\$98,499	\$106,008
Assistant Superintendent	227		\$190,302						
Deputy Superintendent	227		\$209,331		Schedule 13				

Longevity
 17 Yrs- \$1693
 21 Yrs- \$5079
 25 Yrs- ~~\$6684~~ \$8172
 30 Yrs- ~~\$8172~~

*Step 7 is frozen

Exhibit B

**2020-2021
Classified Management Salary Schedule
Effective 7/1/2020**

25-00

Position	Months	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	*Step 7
Exec Director	12	0	154,110	157,959	161,912	165,960	170,107	174,357	178,720
Director 1	12	1	133,429	136,763	140,182	143,687	147,279	150,959	154,736
Director 2	12	2	109,905	112,660	115,472	118,361	121,316	124,349	127,459
Director 3	12	3	85,441	87,572	89,768	92,014	94,308	96,670	99,087
Public and Media Relations Specialist	12	4	81,168	83,198	85,280	87,407	89,592	91,837	94,130
Assistant Director	12	5	97,989	100,441	102,947	105,521	108,160	110,866	113,636
Administrator	12	5	97,989	100,441	102,947	105,521	108,160	110,866	113,636
Occupational Specialist	12	5	97,989	100,441	102,947	105,521	108,160	110,866	113,636
Supervisor 1	12	6	81,168	83,198	85,280	87,407	89,592	91,837	94,130
Supervisor 2	12	7	78,750	80,718	82,738	84,808	86,925	89,097	91,325
Supervisor 3	12	8	71,959	73,753	75,601	77,490	79,428	81,414	83,450
Supervisor 4	12	9	67,500	69,185	70,913	72,695	74,507	76,370	78,282
Administrative Assistant	12	8	71,959	73,753	75,601	77,490	79,428	81,414	83,450
Assistant Planner	12	10	57,600	59,040	60,519	62,030	63,582	65,169	66,802
Pre-School Director	12	11	61,032	62,558	64,122	65,725	67,369	69,053	70,779
Manager	12	12	44,294	45,401	46,535	47,699	48,893	50,114	51,368
Mental Health Clinician	10	13	10,194	10,194	10,194	10,194	10,194	10,194	10,194

26-00

Executive Assistant to Superintendent	12	0014	81,622	83,662	85,753	87,897	90,094	92,346	94,655
Admin. Secretary	12	0015	65,486	67,123	68,801	70,521	72,284	74,091	75,943
Department Secretary	12	0016	60,904	62,427	63,988	65,588	67,228	68,909	70,632
Personnel Technician	12	0017	59,319	60,840	62,400	63,960	65,559	67,198	68,878
Personnel Technician	11	0018	54,910	56,283	57,690	59,132	60,610	62,125	63,678
Confidential Clerk	12	0019	40,237	41,243	42,275	43,331	44,415	45,524	46,662

Assistant Superintendent	227	Salary	190,302
--------------------------	-----	--------	---------

Longevity Class. Management

10 Yrs- \$1302

15 Yrs- \$2606

20 Yrs- ~~\$3909~~ \$5539

25 Yrs- ~~\$5539~~

*Step 7 is frozen

**RESOLUTION NO. 29
OF THE BOARD OF EDUCATION OF THE
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

On motion of Member Karin Freeman, duly seconded and carried, the following Resolution was adopted.

WHEREAS, the District no longer has the financial ability or resources to provide all services which it is currently providing given the current fiscal crisis in the State of California;

WHEREAS, in order to maintain a balanced budget and provide for essential services, the District must eliminate programs and/or services in the 2020-2021 fiscal year;

WHEREAS, it will be necessary to reduce or eliminate services now being rendered by classified employees for the 2020-2021 school fiscal year set forth in Exhibit A attached hereto and incorporated herein by this reference:

WHEREAS, the reduction or elimination of said services may result in the reassignment and/or layoff of classified employees.

WHEREAS, the reduction or elimination of said services may result in the lack of work or expiration of a specially funded program.

WHEREAS, it is necessary for the Superintendent to give notice to employees who will be laid off as a result of lack of funds or of elimination of services 60 days prior to the effective date of layoff.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent or his designee is hereby directed to give written notice to employees pursuant to EC45117, EC45298, and ED45308 in accordance with any agreement between the district and the association.

BE IT FURTHER RESOLVED that the Notice of Layoff be given in accordance with the appropriate provisions of the California Education Code and any agreement between the District and classified employees.

BE IT FURTHER RESOLVED that the Superintendent or his designee is authorized and directed to give notices to classified employees as is necessary to implement this resolution and as required by District Rules and Regulations and applicable provisions of the Education Code of the State of California.

ADOPTED, SIGNED, AND APPROVED this 16th day of June 2020.

BOARD OF EDUCATION OF THE
PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT

By: Eric Padget
Eric Padget, President

ATTEST:

Karin Freeman
Karin Freeman
Clerk, Board of Education

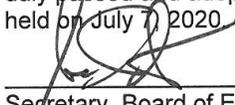
STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Greg Plutko, Ed.D., Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of said District at a regular meeting thereof held on the 16th day of June 2020 and that it was so adopted by the following vote:

- AYES: Eric Padget, Judi Carmona, Karin Freeman, Carol Downey, Carrie Buck
- NOES: None
- ABSENT: None
- ABSTAIN: None

By: Greg Plutko
Greg Plutko, Ed.D.
Secretary, Board of Education

The Secretary of the Board of Education does hereby certify that the foregoing is a full, true, and correct copy of the Board minutes duly passed and adopted by said Board at the regular meeting held on July 7, 2020.



Secretary, Board of Education

Date: July 8, 2020