

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

Minutes
Special Meeting
Board of Education

4:33 p.m., Tuesday, June 4, 2013
District Educational Center
1301 E. Orangethorpe Avenue
Placentia, CA 92870

A Special Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called to order by Mrs. Carol Downey, President, at 4:33 p.m., Tuesday, June 4, 2013 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present: Mrs. Carol Downey, President
Mrs. Carrie Buck, Vice President
Mr. Eric Padget, Clerk
Mrs. Judi Carmona, Trustee
Mrs. Karin Freeman, Trustee
Dr. Doug Domene, Board Secretary

SUBJECT OF THE CALL

Facilities and Planning Resolution
Business and Financial Report
Personnel Report
Closed Session
District Strategic Plan

APPROVAL OF AGENDA

Approved the June 4, 2013 Board of Education agenda as recommended by the Superintendent.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mrs. Judi Carmona
Second: Mrs. Karin Freeman

RECOGNITIONS/PRESENTATIONS

None

PUBLIC COMMENT

- Dr. Tim Leatherby addressed the Board regarding his recommendation for salary reductions for administrative staff and related implications as well as collaboration with local businesses.
- Robert Moreno addressed the Board regarding classified employee layoffs.
- David Quintero addressed the Board regarding classified employee layoffs.
- Jenny Alegre addressed the Board regarding classified employee layoffs.
- Allyson Holt, President of Chapter 293, CSEA, addressed the Board regarding the initial Sunshine Proposal from CSEA and concerns regarding classified employee layoffs.

SUPERINTENDENT'S REPORT

None

COMMUNICATIONS AND BOARD REPORT

None

FACILITIES & PLANNING

Approved Resolution No. 27, authorizing lease-leaseback projects, selection of JRH Construction Company, Inc., execution and delivery of site leases, sub leases and construction services agreement, and other acts relating to the Auditorium HVAC project at Valencia High School. Contract No. 1213-25. Project No. VHS-9224-9303-030. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Karin Freeman

BUSINESS & FINANCIAL

Certified AB1200/2756 report for Association of Placentia-Linda Educators (APLE) as proposed.

Action: Carried
Ayes: 5
Noes: 0

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

PERSONNEL

1. Approved the Tentative Agreement between the Association of Placentia-Linda Educators (APLE) and the Placentia-Yorba Linda Unified School District. (See attached.)

Action: Carried
Ayes: 5
Noes: 0

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

PERSONNEL, Continued

- 2. Approved the proposal for all management, confidential, and contracted administrators to take a salary reduction through furlough days equivalent to the percentage being taken by teachers' bargaining unit. This agreement includes an amendment to the classified and certificated management salary schedules to reflect a reduction in the number of work days for the 2013-14 school year. (Exhibit A) (See attached.)

Action: Carried	Motion: Mr. Eric Padget
Ayes: 5	Second: Mrs. Karin Freeman
Noes: 0	

- 3. Approved an annual reduction in Board compensation by a percentage equivalent to the furlough days taken by management and teaching personnel for 2013-14 effective July 1, 2013.

Action: Carried	Motion: Mrs. Judi Carmona
Ayes: 5	Second: Mrs. Carrie Buck
Noes: 0	

- 4. Accepted the initial Sunshine Proposal from CSEA, Chapter 293, and initiated the collective classified bargaining process for the 2013-2014 school year. (See attached.)

Public Comment: Mara Otera addressed the Board regarding the initial Sunshine Proposal from CSEA.

Action: Carried	Motion: Mrs. Karin Freeman
Ayes: 5	Second: Mr. Eric Padget
Noes: 0	

- 5. Sunshined the Placentia-Yorba Linda Unified School District's classified bargaining contract for the 2013-2014 school year. (See attached.)

Action: Carried	Motion: Mrs. Carrie Buck
Ayes: 5	Second: Mr. Eric Padget
Noes: 0	

- 6. Adopted the 2013-2014 tentative school calendar as outlined in Exhibit A. (See attached.)

Action: Carried	Motion: Mr. Eric Padget
Ayes: 5	Second: Mrs. Carrie Buck
Noes: 0	

CLOSED SESSION

Adjourned to Closed Session for the purpose of discussing matters expressly authorized by Government Code Sections 3549.1, 54957, and 54957.6 at 5:00 p.m.

OPEN SESSION

Reconvened to Open Session at 5:37 p.m.

STUDY SESSION

Discussion regarding the District's Strategic Plan

ADJOURNMENT

Time: 7:35 p.m.

Mrs. Carol Downey, President, adjourned the June 4, 2013 meeting of the Board of Education at 7:35 p.m.

Action: Carried
Ayes: 5
Noes: 0

Motion: Mr. Eric Padget
Second: Mrs. Karin Freeman

NEXT SCHEDULED MEETING

June 18, 2013

RESOLUTION NO. 27**RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND SUBLEASE AND OTHER ACTS RELATING TO THE AUDITORIUM HVAC PROJECT AT VALENCIA HIGH SCHOOL**

WHEREAS, the Placentia-Yorba Linda Unified School District ("District") desires to construct improvements on a portion of the Valencia High School campus as a lease-leaseback project whereby the District will lease the Site which the District owns to **JRH Construction Company, Inc.**, who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to **JRH Construction Company, Inc.**, and a Sublease which provides for the sublease of the Site and the lease of the Project by **JRH Construction Company, Inc.**, to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease includes construction provisions with which **JRH Construction Company, Inc.**, shall comply with respect to construction of the Project ("Construction Services Agreement");

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect ("DSA");

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transaction authorized hereby, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner, and upon the terms herein provided.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE PLACENTIA- YORBA LINDA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Site Lease and Sublease. The form of agreement entitled "Site Lease" and the form of agreement entitled "Sublease" (with Construction Services Agreement attached thereto as Exhibit "D"), each presented to this meeting and each to be entered into by and between the District and **JRH Construction Company, Inc.**, which together provide generally for (i) the lease by the District of the Site to **JRH Construction Company, Inc.**, (ii) the sublease of the Site and the lease of the Project by **JRH Construction Company, Inc.**, to the District, and (iii) the payment of certain lease payments by the District under the Sublease in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to **JRH Construction Company, Inc.**, such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. Approval of Process. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of **ONE MILLION, THIRTY-THREE THOUSAND, SEVEN HUNDRED EIGHTY-THREE DOLLARS AND 00 CENTS (\$1,033,783.00)** plus a District Contingency amount of **ONE HUNDRED THREE THOUSAND, THREE HUNDRED SEVENTY-EIGHT DOLLARS AND 00 CENTS (\$103,378.00)**, for a total amount of **ONE MILLION, ONE HUNDRED THIRTY-SEVEN THOUSAND, ONE HUNDRED SIXTY-ONE DOLLARS AND 00 CENTS (\$1,137,161.00)**, for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. Approval of Plans and Specifications. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. Validation Action. The Board hereby authorizes District counsel to file and litigate an appropriate validation action, as required, in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. Other Acts; Delegation. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease and Sublease as provided by Section 2 above, execute and deliver documents and/or negotiate documents with **JRH Construction Company, Inc.**, and as required execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 4th day of June 2013 by the following vote:

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

I, Carol Downey, President of the Placentia-Yorba Linda Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Carol Downey
President of the Board of Education
Placentia-Yorba Linda Unified School District

I, Eric Padget, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular session meeting thereof held on the 4th day of June 2013, by the following forgoing vote.

Eric Padget
Clerk of the Board of Education
Placentia-Yorba Linda Unified School District

Tentative Agreement

May 23, 2013

This Memorandum of Understanding (MOU) represents the completion of the negotiations process for the 2012-13 school year and describes the effects of certificated employee furlough days and flexibility in class size increases. This Memorandum of Understanding shall not be precedent setting. The provisions of this MOU shall sunset at the end of the agreement on June 30, 2014.

The District and Association agree to the following:

1. Article XI: Class Size

- 1) Industrial Arts, Vocational Shops, Fine Arts, and Homemaking (Lab) shall be modified from 33 to 36; Physical Education shall be modified from 50 to 55 and Continuation School from 20 to 25.
- 2) Unless the maximums are exceeded beyond any continuous three-week period by 2, or otherwise provided by item 3 below, the relief measures outlined in provision C(2) of Article XI of the Collective Bargaining Agreement will not be implemented.
 - a. Additional instructional aide time
 - b. Release from selected adjunct duties
 - c. Release from selected site duties
 - d. Additional release time for classroom preparation
 - e. Clerical assistance
 - f. Reduction of class size in other sections taught
- 3) Any class that contains 1 or more SDC, or 1 or more RSP, or two or more students on a 504 plan and exceeds the class size maximums outlined in Article XI, sections A and B, shall receive the relief measures as set forth in the provisions of Article XI, Section C(2). All relief measure agreements pursuant to Article XI, Section C(2) shall be in writing and signed by the site administrator and the unit member. A copy of these agreements shall be sent to the District Human Resources Office and the Association.

2. Article XIV: Wages and Benefits - Furlough Days and Step Advancement

Bargaining unit members shall be furloughed with a pro-rata reduction of pay as follows:

For the 2013-14 school year bargaining unit members shall take three (3) furlough days equating to a 1.62% decrease in salary. Furlough day reductions will be realized equally over a 10 month pay period.

The District adopted budget assumes Local Control Funding Formula (LCFF) funding as defined in the School Services of California Dashboard (LCFF Planning Factors) published with the May Revise. This equates to approximately an additional \$5 million (including the 1.56% COLA) above the District's total revenue (Revenues is defined as total revenues less federal revenue that is legally available for salaries and benefits) for the 2012-13 fiscal year. This assumes that the additional \$5 million is legally available to be allocated to salaries and benefits.

After the adoption of the state budget, if the District's total revenue for 2013-14 fiscal year is not greater than \$3,110,000 above the total district revenues as received in 2012-13 fiscal year, the District or Association has the ability to re-open negotiations within 10 working days of receipt of the Adopted State Budget.

After the adoption of the state budget, if the District's total revenue for 2013-14 fiscal year is greater than \$6,890,000 above the total district revenues as received in 2012-13 fiscal year, the District or Association has the ability to re-open negotiations within 10 working days of receipt of the Adopted State Budget.

3. Equity

It is the basis of this agreement that the other units (management and classified) will receive furlough days or salary reduction which result in an equitable reduction in salary. In the event that this does not occur the parties will meet to reduce the cuts provided for in this MOU accordingly.

4. Equity in 6th Grade

Recommended changes from the assessment equity committee will be implemented in the 2013-14 school year.

5. Additional Time for Elementary Grading

Report Card Grading

- 1st Trimester 1 minimum day
- 2nd Trimester 1 minimum day
- 3rd Trimester 1 minimum day

Writing Prompt Assessment

Sample student work (4,3,2,1) to calibrate/score (maximum 4 student samples per teacher) All schools will use 1 PLC day as designated by the district.

6. Management Communication

The district agrees that all principals in the district shall be trained in assigning class loads to account for the impacts that various groups of students have on the ability of the teacher to deliver high quality instruction.

Additional language to be added to the contract. (Will not sunset with the Tentative Agreement)

1. Modify Article 10, Section C(6)(a) to read as follows:

“Leave which is credited under Article X, Section C.1. may be used, at the member’s election, for purposes of personal necessity provided that the use of such personal necessity leave does not exceed ten (10) days in any school year. Such leave shall be deducted from accrued sick leave.”

2. Modify Article 10, Section C(6)(b)(5) to read as follows:

“(5) All ten (10) days of personal necessity leave may be used for reasons of compelling personal importance. The nature of the compelling personal importance need not be disclosed.”

3. Modify Article 18, Section F(2) to read as follows:

Classroom visitations shall be scheduled to minimize disruption to classroom activities whenever possible, taking into account the needs of the school, the teacher, the parent, and the students, per Board Policy 6152a.2. Whenever a teacher reasonably believes that a classroom visitation has been unduly disruptive, or in any way is violative of Education Code Sections 44810 or 44811, the teacher shall report the disruption to the site administrator, who shall investigate the matter and take appropriate action within five (5) working days."

4. Add Article 18, Section F(3) to read as follows:

"3. Unless impossible, all parent classroom visitations during the instructional day shall be scheduled in advance through the site administrator in coordination with the classroom teacher."

4. Add Article 18, Section F(4) to read as follows:

"4. The District shall take timely action to promote civility in parent communications with teachers."

5. Add Article 18, Section I to read as follows:

"I. Special Education Advisory Committee (SEAC)

1. The intent of the SEAC is to provide transparency, discussion, research and debate on special education issues, including but not limited to the impact of special education on the general education classroom.
2. The Association and District shall designate the SEAC to discuss and advise on special education issues. The SEAC shall be composed of five (5) official members designated by the District and five (5) official members designated by the Association.
3. The SEAC shall meet at least once each month of the school year. Any official member of the SEAC may request information, updates and/or agendaize a topic within the scope of the Committee. The Committee shall determine the procedures of how it will conduct the business of the Committee.
4. The SEAC will develop and recommend to their respective bargaining teams proposed special education related language changes to the collective bargaining agreement as deemed necessary and appropriate by the Committee."

7. Add new paragraph to Article 11, Section G as follows:

"Every effort shall be made to assign combination classes on an equitable basis within a school site."

8. Modify Article 16, Section E (1) in part as follows:

"1. Staff meetings conducted during the student school year shall not exceed nine (9) meetings per year..."

- 9. Add Article 16, Section N in part as follows:
2013-14 182 days

For The District

For APLE

Date: _____

Date: _____

2013 – 2014 Teacher Calendar

July 2013

S	M	T	W	T	F	S
		1	2	3	4	5
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			

T-3
S-0

August 2013

S	M	T	W	T	F	S
				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

T-20
S-20

September 2013

S	M	T	W	T	F	S
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					

T-23
S-23

October 2013

S	M	T	W	T	F	S
		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		

T-15
S-14

November 2013

S	M	T	W	T	F	S
					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

T-15
S-15

December 2013

S	M	T	W	T	F	S
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				

July

4 Independence Day Holiday

August

28 Teacher in Service
29 ½Teacher in Service ½Teacher Prep
30 Teacher Prep

September

2 Labor Day Holiday
3 1st Day Students

October

November

11 Veterans Day Holiday
25-27 Furlough Teacher
28 Thanksgiving Holiday
29 Holiday

December

23-31 Winter Recess

January

1-3 Winter Recess Cont'd
20 M.L. King Day

February

10 Lincoln Birthday Holiday
17 President's Day Holiday

March

April

14-17 Spring Recess
18 Holiday

May

26 Memorial Day Holiday

June

12 Last Day Students
13 Last Day Teacher's

January 2014

S	M	T	W	T	F	S
			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	

T-19
S-19

February 2014

S	M	T	W	T	F	S
						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	

T-18
S-18

March 2014

S	M	T	W	T	F	S
						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					

T-21
S-21

April 2014

S	M	T	W	T	F	S
		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			

T-17
S-17

May 2014

S	M	T	W	T	F	S
				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

T-21
S-21

June 2014

S	M	T	W	T	F	S
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					

T-10
S-9

TOTAL TEACHER DAYS - 182
TOTAL STUDENT DAYS - 177

TOTAL FURLOUGH DAYS

**2013/2014
SALARY SCHEDULE**

STEP	I	II	III	IV	V
1	39997	42469	44940	47412	49884
2	41794	44491	47187	49884	52580
3	43592	46513	49434	52355	55277
4	45390	48535	51681	54827	57972
5	47187	50558	53928	57299	60669
6	48985	52580	56175	59771	63366
7		54602	58422	62242	66062
8		56625	60669	64714	68759
9		58647	62916	67186	71455
10			65163	69658	74152
11			67411	72129	76848
12			69658	74600	79544
13			71905	77073	82240
17			74152	79544	84937
21			76399	82016	87633
25					90330
30					93027

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

EXHIBIT A

Mandatory Furlough Days 2013 - 2014 Certificated Managers/Classified Managers/Confidential Employees/Contracted Administrators

Category	2013-14 Furlough Days
Athletic Directors/Deans	
Counselors	
Program Specialists/Psychologists	
Supervisor of Health Services	3.5
Central Kitchen Manager	
Elementary Assistant Principal	
Middle School Assistant Principals	
Administrator, Special Education	
Coordinator	
Elementary Principals	
Middle School Principals	
High School Assistant Principals	
Assistant Directors	
Public Information Officer	
Administrator, Information Services	
Confidential Employees	
Directors	4.0
Occupational Therapists	
High School Principals	
Supervisors I - IV	
Assistant Superintendents	
Superintendent	

EXHIBIT A



California School Employees Association

326 West Katella Ave.
Suite E
Orange, CA 92867

(714) 532-3766
(800) 564-9979
FAX (714) 771-8412

www.csea.com

Member of the AFL-CIO

The nation's largest independent classified employee association

Member of the National Association of Classified School Employees (NACSE), representing independent public employees throughout the nation



May 20, 2013

Mr. Robert Kent
Assistant Superintendent, Personnel Services
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870

Re: Intent to Negotiate Successor Agreement

Dear Mr. Kent:

California School Employees Association (CSEA) and its Placentia-Yorba Linda Chapter #293 hereby notifies Placentia-Yorba Linda Unified School District (District) of its intent to negotiate a successor agreement.

Attached is CSEA's ratified Initial Proposal to be publicly sunshined at the next Board of Education meeting as per the requirements of the Educational Employment Relations Act (EERA).

Should you have any questions regarding the content of this communication, please contact our office directly at (714) 532-7129.

Thank you for your time and attention to this matter.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Mara Otero
Labor Relations Representative

Enclosure

MO/jdr

C: Carolyn Everett, Area H Director
Karen Knecht, Regional Representative 22
Allyson Holt, Chapter #293 President
Marianne Monfils, Field Director
File work/Otero/293/Letter of Intent to Neg. Successor 5-2013.doc

EXHIBIT A

Initial Proposal of the California School Employees Association and its Placentia-Yorba Linda Chapter #293

To the Placentia Yorba Linda Unified School District

For Successor Contract Negotiations

Article I: Agreement

CSEA #293 desires a new successor contract with a duration of three (3) years with reopeners during the 2nd and 3rd years of the contract.

Article III: Definition

CSEA #293 desires to modify the definition of Association to reflect: "The California School Employees and its Placentia-Yorba Linda Chapter #293.

CSEA #293 desires to include a definition of a "transfer."

Article VI: Unit Member Rights

CSEA #293 desires that each unit member be provided a secure mailbox for their own use.

CSEA #293 seeks to address District provided email addresses for unit members.

Article VII: Association Rights

CSEA #293 seeks to explore security options for unit members.

CSEA #293 seeks an opportunity to address newly hired unit members during new District employee orientation.

CSEA #293 desires that the District shall provide one set of printed labels at District expense of unit members demographic information as requested no more than twice a year.

CSEA #293 desires that a Personnel Office Staff manager participate on the interview panel of every unit position that is health insurance benefit eligible in addition to each other interview panel designated by the Chapter.

Article XII: General Personnel Provisions

CSEA #293 desires that the District shall inform the Chapter of all vacancies within the bargaining unit within one week of the creation of the vacancy.

CSEA #293 desires to delete section 12.2.2

CSEA #293 desires to address the notification required to laid off members in Section 12.3.

CSEA #293 desires to address the role of the interview panel and interview process in determining the applicant selected for a position.

CSEA #293 desires to address the process by which applicants are pre-screened for qualifications and references.

CSEA #293 desires that interviews for a unit position must be conducted within a period of time after the closing of a position.

CSEA #293 desires that the selection process for unit member positions shall cease upon CSEA #293's submission of a grievance regarding hiring practices until the matter has been resolved.

CSEA #293 desires that each vacancy announcement shall identify the position's number of paid days within a calendar year.

CSEA #293 desires to ensure that employees' classification of months are properly ascribed based on the number of paid work days.

CSEA #293 desires that unit members who so desire may request a conference with the Director of Personnel in the event that the unit member was denied a transfer request.

Article XIV: Layoff and Re-Employment

CSEA #293 desires that members laid off for medical reasons retain all protections and abilities provided to members laid off due to lack of work or lack of funds.

CSEA #293 desires that unit members laid off shall be provided the opportunity for all short term and substitute hours in the positions they were laid off from. Additionally, CSEA #293 desires that laid off members be offered short term and substitute hours for positions that laid off members meet the qualifications for but for which the laid off members may not have served in prior to such hours being offered to non-bargaining unit members.

CSEA #293 desires that the District shall provide the Chapter by the 1st of each month a list of unit members on a layoff/rehire list, the members' classifications, locations, type of layoff and the time each laid off unit member has remaining for recall purposes.

Placentia-Yorba Linda Unified School District

1301 E. Orangethorpe Avenue, Placentia, California 92870
Telephone (714) 986-7000 Fax (714) 524-3034

Doug Domene, Ed.D.
Superintendent

Board of Education
Carrie Buck
Judi Carmona
Carol Downey
Karin Freeman
Eric Padgett

May 24, 2013

Ms. Mara Otero
CSEA Labor Relations Representative
326 West Katella Avenue
Orange, CA 92867

Dear Ms. Otero,

At the June 4, 2013 Board of Education meeting, the Board will take formal action to approve the District Initial Sunshine Proposal for the Classified Bargaining Agreement for the contract ending June 30, 2013.

The District is submitting its initial proposal to open negotiations for the contract successor agreement to cover the period of the 2013-2014 school year. The District Initial Proposal includes the opening of the following Articles:

- Article I Agreements
- Article III Definitions
- Article XII General Provisions
- Article XVII Hours of Employment
- Article XVIII Wages
- Article XX Health and Welfare

Should you have any questions regarding the above mentioned proposal, please contact me at (714) 985-8406.

Sincerely,



Robert Kent
Assistant Superintendent
Personnel Services

RK:ms

c: Allyson Holt, Chapter #293 President

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
2013-2014 STUDENT CALENDAR**

OPENING/CLOSING OF SCHOOLS

First Day of School..... Tuesday, September 3, 2013
Last Day of School (Minimum Day) Thursday, June 12, 2014

NON-STUDENT/SCHOOL HOLIDAY SCHEDULE

Labor Day..... Monday, September 2, 2013
Veterans Day Monday, November 11, 2013
Furlough Days (Non-Instructional) Monday, November 25 – Wednesday, November 27, 2013
Thanksgiving Holidays Thursday, November 28 & Friday, November 29, 2013
Parent Conference (Elementary Students Only) Monday, November 18, 2013
Winter Recess (10 days)..... Monday, December 23 – Friday, January 3, 2014
Martin Luther King Day Monday, January 20, 2014
Middle/High School End of Semester Grading Day (Secondary Students Only) Friday, January 31, 2014
Lincoln’s Birthday Monday, February 10, 2014
President’s Holiday Monday, February 17, 2014
Spring Recess (5 days)..... Monday, April 14 – Friday, April 18, 2014
Memorial Day Monday, May 26, 2014

MINIMUM DAYS

Elementary/Middle School Grading Day Friday, November 1, 2013
Parent Conference (Elementary Only)..... Tuesday, November 19 & Wednesday, November 20, 2013
Semester Finals (High School Only).....Wednesday, January 29 & Thursday, January 30, 2014
Elementary Grading Day Friday, February 28, 2014
Middle School Grading Day Friday, April 4, 2014
Elementary Grading Day Friday, June 6, 2014
Semester Finals (Secondary Only).....Wednesday, June 11 & Thursday June 12, 2014
Last Day of School (Minimum Day) Thursday, June 12, 2014

****STAFF DEVELOPMENT DAYS****

All elementary schools will follow a monthly Wednesday minimum day schedule as outlined below. All secondary school will follow a weekly Wednesday early release or Monday late start schedule as outlined in the school handbook.

Staff Development Wednesday, September 25, 2013
Staff Development Wednesday, October 23, 2013
Staff Development (No Early Release) November, 2013
Staff Development Wednesday, December 11, 2013
Staff Development Wednesday, January 22, 2014
Staff Development Wednesday, February 19, 2014
Staff Development Wednesday, March 26, 2014
Staff Development Wednesday, April 23, 2014
District Writing Prompt Scoring PLC (All Elementary) Wednesday, May 21, 2014

GRADING PERIOD

End of First Quarter/Trimester Friday, November 1, 2013
End of Second Quarter (1st Semester)..... Friday, January 31, 2014
End of Second Trimester Friday, February 28, 2014
End of Third Quarter Friday, April 4, 2014
End of Fourth Quarter/Third Trimester (2nd Semester) Thursday, June 12, 2014

****Minimum Day Schedule - Tentative**