

**BY EMAIL to [acherniss@pylusd.org](mailto:acherniss@pylusd.org) and [lblades@pylusd.org](mailto:lblades@pylusd.org)**

November 19, 2024

Alex Cherniss, Ed.D., Superintendent of Schools  
Leandra Blades, President, Board of Education  
Placentia-Yorba Linda Unified School District  
1301 E. Orangethorpe Ave.  
Placentia, CA 92870

Re: **Cease and Desist, Violation of Education Code § 35010**

Dear Superintendent Cherniss and President Blades:

I write on behalf of the Association of Placentia-Linda Educators, CTA/NEA (“Association”), to inform you that the Placentia-Yorba Linda Unified School District’s (“District’s”) intention to require a supermajority vote of its Board of Education to approve the termination of employment contracts of four high-level District administrators would violate the Education Code.

As you are aware, as a result of the recent election, the composition of the District’s Board of Education will be changing and at least one new Trustee will be replacing an outgoing Trustee. At its board meeting tomorrow night, the outgoing Board will consider amendments to the employment contracts of four administrators: Superintendent Cherniss; Deputy Superintendent Issaic Gates; Assistant Superintendent Renee Gray; and Assistant Superintendent Olivia Yaung. These amendments propose to restrict the Board’s authority to terminate those employment contracts by a simple majority vote, and instead would require a supermajority (i.e., four votes instead of three).

This is a naked attempt to shield the outgoing Board’s preferred administrators from termination once the newly-elected board is installed. The proposed amendments conflict with the law and therefore would not be enforceable.

**1. The Education Code authorizes public school boards to act by simple majority vote and prohibits boards from prescribing rules inconsistent with law.**

Education Code section 35010(a) provides that “[e]very school district shall be under the control of a board of school trustees or a board of education.” Generally, “[a] public school district is a public entity with limited powers. A board of school trustees is an administrative agency created by statute and invested only with the powers expressly conferred by the Legislature and cannot exceed the powers granted to it.” (*Patterson v. Board of Trustees* (1958) 157 Cal.App.2d 811, 818 (internal quotations omitted).)

Education Code section 35010(b) provides that “[t]he governing board of each school district **shall prescribe and enforce rules not inconsistent with law**, or with the rules prescribed by the State Board of Education, for its own government.” (Emphasis added.) Every official action taken by the governing board of every school district shall be affirmed by a formal vote of the members of the board. (Education

Code § 35163.) Education Code § 35164 establishes that school boards act by a simple majority vote: “The governing board *shall act by majority vote* of all of the membership constituting the governing board.” (Emphasis added.)

Section 35010(b) therefore prohibits a school board from prescribing a new rule that imposes a supermajority vote requirement for a decision to terminate the employment of administrators because such a requirement would be “inconsistent with law” as it conflicts with the simple majority requirement in Section 35164.

**2. The Education Code permits school boards to delegate its powers to a superintendent and other officers and establishes the right of school boards to determine whether to continue the employment of such employees.**

The Education Code authorizes school districts to employ superintendents and delegate duties to those superintendents. (Educ. Code § 35026 (authorizing districts to employ district superintendent); § 35161 (authorizing districts to delegate “any of [its] powers or duties . . . to an officer or employee of the district”).) However, the governing board “retains ultimate responsibility over the performance of those powers or duties so delegated.” (Educ. Code § 35161.)

Education Code § 35031 establishes the right of school boards to determine whether to continue a superintendent’s employment: “The governing board of any school district, with the consent of the employee concerned, may at any time terminate, effective on the next succeeding first day of July, the term of employment of, and any contract of employment with, the superintendent of schools, or any associate, deputy, or assistant superintendent of schools of the district, and reelect or reemploy the employee, on those terms and conditions as may be mutually agreed upon by the board and the employee, for a new term to commence on the effective date of the termination of the existing term of employment.”

The statutes authorizing school boards to employ and terminate the employment of superintendents do not authorize them to impose upon themselves anything other than the default simple majority vote requirement for school board actions that is established in Education Code § 35164. Thus, Section 35010(b) prohibits the District’s proposed amendment because it would be “inconsistent with law” of Section 35031, as it would restrict the discretion of a future school board to terminate “at any time” “any contract of employment” with a superintendent.

**3. Employees cannot enforce unlawful provisions of an employment contract, so the District’s amendments will encourage wasteful lawsuits.**

The District’s proposed amendments to the four employment contracts are not enforceable because they unlawfully restrict the statutory right of school boards to make decisions upon a majority vote. “No principle of law is better settled than that a party to an illegal contract cannot come into a court of law and ask to have his illegal objects carried out.” (*Yoo v. Jho* (2007) 147 Cal.App.4th 1249, 1251 (quotations omitted).)

Nonetheless, these proposed amendments will likely invite lawsuits from the affected employees. In its self-centered zeal to preserve its past choices, the outgoing Board will needlessly and shortsightedly expose the District to future litigation costs and legal liability.

Accordingly, the Association demands that District immediately cease and desist from its intention to approve unlawful and unenforceable amendments to its employment contracts with District administrators. The Association reserves its right to use all legal means to compel the District to fulfill its statutory obligations.

Sincerely,



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**CC (via email only):**

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