Tentative Agreement

Between the
Placentia-Yorba Linda Unified School District (PYLUSD)

and the
Association of Placentia-Linda Educators (APLE)

For the 2021-22 School Year

4/1/22

Article 16 Professional Day

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

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

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

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

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

"1. In addition to Article XVI, Sections A through E, full-time unit members, excluding unit members with a special education assignment (except for up to 4 hours on graduation day), shall be responsible for not more than fifteen (15) hours per year of adjunct duties as specifically assigned on a necessary and equitable basis. A unit member may agree to be paid for adjunct
duty responsibilities in excess of the fifteen (15) hours per year. With prior approval by the site administrator, all unit members that work in excess of fifteen (15) adjunct duty hours shall be paid at the certificated hourly rate stated in Article 14, Section B (3) for each hour worked."

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

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

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

Article 15 (Safety)

Add Article 15, Section O to read as follows:

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

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

Article 14 (Wages and Benefits)

1. All certificated salary schedules shall be increased by 3.5%, effective July 1, 2021.

2. All bargaining unit members shall receive an off-schedule payment equal to 1.5% of their annual salary for the 2021-22 school year after the 3.5% increase listed in #1 above is applied to the certificated salary schedules.

4. This Agreement closes the negotiations for on-going wages and benefits for the 2021-22 school year.
Article XI: Class Size

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

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

<table>
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<tr>
<th>Independent Study</th>
<th>Maximum</th>
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<td>Home School</td>
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<td>Virtual Academy</td>
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B. The District maximum class sizes for specialists shall be as follows*:

Elementary Maximum
Music 70

P.E. K=64
(with accommodations given 1-3=96
pursuant to C(2)(a) 4-6=108

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

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

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

F. Full Inclusion Students

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

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

c. Agreement reached on the above items shall not be in conflict with other sections of this contract.
Authorized Representative

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Authorized Representative

ASSOCIATION OF PLACENTIA-LINDA EDUCATORS

4/1/22

Date

4/11/2022

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

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

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

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<tr>
<th>Elementary</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>Transitional Kindergarten</td>
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<td>Kindergarten</td>
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<td>Grades 1-3</td>
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Except as expressly modified herein, the Agreement between the parties shall be unchanged.

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

Authorized PYLUSD Representative

Authorized APLE Representative

4/1/22

Date

4/1/2022

Date
# 2023-2024 Teacher Calendar

**DRAFT**

## July-23

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

6 Work Days

## September-23

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1 - Non Work Day
4 - Labor Day

19 Work Days

## October-23

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22 Work Days

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

18 Work Days

## December-23

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25 - 29 Winter Break

18 Work Days
PLC Memorandum of Understanding

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

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

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

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

1(a) PLC Calendar Development

PLC calendar development shall be collaboratively developed between the staff and the site administration. Unit members will meet by department/grade level to discuss preferences, after which the leadership team in collaboration with site administrators will meet to develop a tentative schedule based on input from all departments/grade levels. (If an APLE representative is not a member of the leadership team, one APLE representative should be invited to participate in the development of the rotation schedule.) The options for PLC calendar development are Vertical/Department or Horizontal/Grade Level meetings. The calendar development shall not determine the agenda for each PLC meeting. The schedule will be presented to the staff for final review prior to the start of
each school year. If consensus between the staff and the site administrator cannot be reached, the process shall begin again until a consensus can be reached.

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

1(b) PLC Agenda Development

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

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

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

3. Eight early release/late start days (not including pre-service days) will be designated set aside for the use of staff meetings and/or professional development at the discretion of the site administrator. These eight days will be tentatively placed on the calendar, after consultation with the site leadership team, prior to the PLC calendar development discussion with staff. Agendas for those days will be set by the site administrator and all staff are expected to attend.
4. **Six** four early release or late start days will be designated for teacher planning per year (including but not limited to quarterly planning, lesson planning, report card preparation, grading, etc.). These days will be initially designated by the site administrator and leadership team prior to the start of school and brought to the staff for consensus as part of the PLC calendar development process. No agenda will be requested on these days; however, teachers shall remain on campus during the 60-minute planning period.

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

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

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

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

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

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

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

<table>
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<tr>
<th>Grades K1st-3rd</th>
<th>Grades 4th-6th</th>
<th>Kindergarten</th>
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<tbody>
<tr>
<td>PE (<strong>≥180 minutes</strong>)</td>
<td>PE (<strong>≥180 minutes</strong>)</td>
<td>30 minutes end of the teaching day</td>
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<tr>
<td>Library (60 minutes)</td>
<td>Instrumental/Vocal Music (90 minutes)**</td>
<td>Kindergarten students go to computers and library on non-release weeks; however, not as release time</td>
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<td>Computers (30 minutes) (Teachers take students into computers on non-release weeks)</td>
<td>Computers and library are no longer release time; teachers take students into computers and library weekly</td>
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*This equates to 60 minutes per month over the contractual minimum*

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

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

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

Assistant Superintendent, Human Resources

Authorized APLE Representative

Date

Date
Memorandum of Understanding

(Full-Day Kindergarten)

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

Full-Day Kindergarten teachers shall:

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

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

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