Tentative Agreement
Between the
Placentia-Yorba Linda Unified School District
And the
Association of Placentia-Linda Educators

February 17, 2023

This Tentative Agreement represents the completion of negotiations for the 2022-23 school year. Unless otherwise noted, all changes in this Agreement will be effective at the start of the 2023-24 school year.

Article X: Leaves and Absences

Modify Article 10, Section C1(i) to read as follows:

i. Employees may access their sick leave accruals through the current District utilized electronic system. No later than December 1 of each year, the District will provide the unit member a written statement of:
   (1) Accrued sick leave total, and
   (2) Sick leave entitlement for the school year.

Modify Article 10, Section C3 Bereavement Leave to read as follows:

The unit member must be employed by the employer for at least thirty (30) days prior to the commencement of the leave. The unit member will be entitled to three (3) service days of released time up to five (5) days for bereavement leave for the death of any member of the immediate family. The first three (3) days are paid leave provided by the District and up to an additional two (2) days can be taken without pay or through the use of sick or personal necessity leave. The days of bereavement leave need not be consecutive and shall be completed within three (3) months of the date of death of the family member. An additional two (2) service days will be granted by the District in the event that travel is in excess of 300 miles one way. No deduction shall be made from the salary of such a unit member nor shall such leave be deducted from leave granted by other sections of this Agreement. No deduction shall be made from the salary of such a unit member nor shall such leave be deducted from leave granted by other sections of this Agreement. The Superintendent or designee may extend the number of days of leave due to emergency situations. Said days of extension for emergency shall be deducted from a unit member’s personal necessity leave.

Article XI - Class Size

Modify Section A to read as follows:

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 All elementary general education class size maximums are inclusive of mainstreamed mild moderate special day class students, and are considered to be on their class rosters, regardless of the portion of the day the student(s) are in the classroom. Elementary SDC teachers of elementary mainstreamed students, in collaboration and consultation with the general education teacher, will be responsible for the grading, accommodations & modifications of curriculum development, 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).

Strike the following portion of Section A as stated below:

The parties hereby agree that this agreement constitutes a “collective 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.

Strike the following portion of Section A as stated below:

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 2017-2020. 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).

Modify Section A to read as follows:

| Transitional Kindergarten | 30 24 |

Add the following to the last line of Section A:

All students assigned to secondary classes shall be enrolled in the class.
Replace Section C to read as follows:

c. A unit member and site administrator may mutually agree to increase class size above the stated maximum at the unit member's option. Class sizes may only be increased by a maximum of two students pursuant to this section. If maximums are exceeded beyond any continuous two-week period, except for the first twelve school days, relief will be provided by mutual agreement of at least one of the following between the unit member and the site administrator for the first student over class size:

1. Reduce class size to contractual maximum at the completion of two continuous weeks or the first twelve school days of the year;
2. Additional instructional aide time;
3. Release from all adjunct duties;
4. Release from all supervision duties;
5. Additional release time for classroom preparation during the school day;
6. Additional release time for classroom preparation outside of the school day at 40 hours per year for elementary on a monthly pro rata basis and 10 hours per section per year for secondary on a monthly pro rata basis with prior written approval from Human Resources;
7. Reduction of class size in other sections taught

Options 1-7 shall only apply to the first student over class size.

For the second student over class size, the unit member shall receive:

Additional release time for classroom preparation outside of the school day at 50 hours per year for elementary on a monthly pro rata basis and 10 hours per section per year for secondary on a monthly pro rata basis with prior written approval from Human Resources;

Strike out Section E which reads as follows:

A unit member and site manager may agree to increase class size above the stated maximum at the unit member's option.

Modify Section G(2) to read as follows:

A unit member who is assigned an elementary combination class, exclusive of special programs, shall receive 10 full days or 20 half days of release time per year...
Article XVI- Professional Day

Modify Section A as follows:

A. "Unit members shall be at the assigned work site at least thirty (30) minutes (25 minutes for early release sites, in order to provide the full 60 minutes for PLC), 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."

Modify Section B to read as follows:

B. On days when a unit member is scheduled to be on duty, but pupils are not scheduled to be present for all or part of the day (including but not limited to i.e. parent conference days, grading days, non-student days), the site-based assignment hours shall be seven (7) hours, exclusive of the lunch period.

Modify Section D to read as follows:

Unit members shall, under the direction of their immediate supervisor, be required to render additional hours of service each school year for Back-to-School Night, Open House and Parent Conference Days. Parent meetings/conferences shall be conducted in-person. Video conferencing may be used during scheduled conference times, if requested by the parent. Unit members that participate in video conferencing shall do so from the school site and have their cameras on. An alternative meeting time may be conducted, with a video conference option, if there is a mutual agreement between the unit member and the parent. Unit members that participate in an alternative mutually agreed video conference time, may do so outside the school site but must have their cameras on, maintain a professional environment, and not do so while driving. Unit members that teach Preschool, TK or K may substitute an orientation day before the first student day of the year in lieu of participating in Back-to-School Night. The decision to have an orientation day shall be made mutually between the unit member and the site administrator and shall not last more than two hours.

Modify Section G(1) to read as follows:

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 $25/hr certificated hourly compensation rate of pay as stated in Article 14, Section B for each hour worked.
Modify Section I(4) to memorialize the past practice of SDC Release Time to read as follows:

All SDC teachers teaching grades preschool or transitional kindergarten at an elementary site, shall have five (5) full days of release time per year to be taken at a time mutually agreed to between the teacher and the site administrator. All SDC teachers teaching grades K-6 at an elementary site, elementary RSP teachers, and unit members providing DIS services (SLPs, Orientation and Mobility, Deaf/Hard of Hearing, Visually Impaired, Adaptive P.E.), shall have ten (10) full 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.

Add Section I(6) to reflect current practice:
All elementary general education teachers assigned to a combination class shall receive 20 hours of preparation time at the certificated hourly rate as stated in Article XIV, Section B.

Modify Section J, section (1) to read as follows:
The lunch period shall be a minimum of thirty (30) consecutive minutes, exclusive of passing periods, or equivalent to the student's lunch period, whichever is greater, unless prohibited by modified day scheduling (e.g., minimum day schedule).

Add title to section Q to read Grade Reporting

Add Section Q (5) and (6) to read as follows:
5. Unit members shall provide feedback a minimum of every two weeks and follow established grade reporting timelines (progress reports, quarters, trimesters, and semesters). Teachers of grades 3-12 shall provide updates in their Aeries gradebook(s) or an approved electronic learning management system. This section does not apply to unit members at El Camino Real High School (continuation school).

6. Unit members at El Camino Real High School (continuation school) shall report grades and credits through Aeries a minimum of every three weeks.

Modify Section R(1) to read as follows:

TOSA assignments shall be voluntary and a TOSA can return to a regular teaching position the following school year with notification to Human Resources Assistant Superintendent by March 1 of their intent to return for the next school year. A TOSA shall be notified if they will be assigned to return to a regular teaching assignment for the following year by March 1.

Article XIV - Wages and Benefits

Modify Certificated Salary Schedule as follows:

a. Strike Columns I and II of certificated salary schedule.

b. Move all unit members from Columns I and II to Column III with proper step movement.
c. Re-name Column III to “BA”

d. Strike language at bottom of certificated salary schedule: Entrance into column I or II is limited to University Interns and out of state credential holders.

e. Strike from Column V, OR CRSC-LSH OR SLPSC** to be folded into new SLP salary schedule.

Add new Speech Language Pathologist Salary Schedule that reflects current salary plus stipend as attached to this Agreement.

Modify Section A(2) to read as follows:

The following steps are frozen to new entries:
   a. Step 6, Column I
   b. Step 9, Column II
   c. Step 17, Column II
   d. Step 17 and 21, Column III

Modify Section A(3) to read as follows:

   Exclusive of Column I, gGraduate course semester credit(s) taken prior to completion of the B.A. degree, when approved by a validated college petition, are allowable for column placement.

Modify Section B to reflect the extension of the hourly compensation rate provided through the Expanded Learning Opportunities Grant, LCFF Supplemental funds and/or other categorical funds as applicable effective June 17, 2023:

1. The hourly rate for summer school classroom teaching shall be $30 per hour.
2. The compensation rate for in-service teaching shall be $27 per hour.
3. The compensation rate for all hourly assignments shall be $55 per hour.
4. Length of service and advanced units shall not be considered in determining hourly pay except as defined in District policies and procedures.

Salary Increase:

1. All certificated salary schedules shall be increased by 7% retroactive to July 1, 2022.

Appendix

Strike Appendix D and re-letter.

[Signatures]

For the District

For the Association
### ARTICLE XIV

**WAGES**

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

**SPEECH LANGUAGE PATHOLOGIST (SLP) SALARY SCHEDULE**

2022-2023

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Stipend of $1,500 for earned Doctorate from an accredited institution.
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 2023-2024, 2024-2025, and 2025-2026 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 July 1, 2021 - June 30, 2024. 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).

<table>
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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

Date

Authorized APLE Representative

Date