

## TENTATIVE AGREEMENT

Between the Placentia Yorba Linda Unified School District (PYLUSD)  
And the  
Association of Placentia Linda Educators (APLE)

May 20, 2011

### 1) ARTICLE X: LEAVES and ABSENCES

#### Section D-Paid Leaves

#### 6. Personal Necessity Leave

b. For purpose of this provision, personal necessity leave shall be limited to:

1) Death or serious illness of a member of a unit member's immediate family **or for the death of a close relative such as an aunt, uncle, niece or nephew.**

2) Imminent danger to the property of unit member, occasioned by a factor such as a flood, fire, or natural disaster.

3) Religious holidays particular to the unit member's faith.

4) **Additional days necessary to meet an established mourning requirement of the unit member's faith.**

5) **Seven (7) of the seven (7) days of personal necessity leave may be used for reasons of compelling personal importance.**

e. For the purposes of this provision, the unit member shall identify on the time exception report that the personal necessity is being used in accordance with 6b and ~~6c 1,2,3, or 4~~ of this article.

f. ~~In case of 6.b.1., 6.b.2., or 6.b.3. the site manager may ask the unit member to clarify the reason for personal necessity leave.~~

### 2) ARTICLE XII: TRANSFERS

#### Section D-Unit Member Initiated Transfers

**8. 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.

#### Section E-District Initiated Transfers

~~10. In the event that a District initiated transfer becomes effective after the beginning of the school year, the unit member shall be granted a reasonable amount of released time to affect the transfer. If requested, supplies and materials shall be transported by the District.~~

**In the event of a District initiated transfer of a unit member from one site to another, the unit member shall be provided with 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 free of student responsibilities to complete the 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.**

#### Section E-District Initiated Transfers

**(13) Unit members with fifteen (15) or more years of experience with the District shall not be involuntarily transferred if there is a unit member with less than fifteen (15) years of experience with the District that is credentialed and qualified to fill an open position and the transfer is not pursuant to items 6, 7, or 8 above or to balance staff in opening a new school or declining enrollment at a school.**

### **3) ARTICLE XVI: PROFESSIONAL DAY**

Section 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 representative for each 20 bargaining unit member 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.**

Section O     **All elementary RSP teachers shall have two (2) release days per year for the purpose of completing documents, preparing for IEPs, and performing other activities related to their special education assignment.**

## MEMORANDUM OF UNDERSTANDING

May 20, 2011

This Memorandum of Understanding (MOU) represents the completion of the negotiations process for the 2011-12 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, 2012.

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 SDC, RSP, or two or more students on a 504 plan shall receive relief measures as set forth in provision C(2) of Article XI of the Collective Bargaining agreement.

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:

Tier I:

- Four (4) furlough days.
- The four (4) furlough days in 2011-12 will be determined through negotiations of a calendar by a joint committee of the bargaining teams
- Eight (8) month delay in step advancement

Tier II:

- Should the 2011-12 funded base revenue limit drop below \$5,221 per ADA, up to four (4) additional furlough days will be added on a proportionate basis for each \$82.50 decrease in the base revenue limit.
- The four (4) additional furlough days will be determined through negotiations of 2011-12 calendar by a joint committee of the bargaining teams.

3. The parties will proceed on the basis of Tier I until a California State budget is adopted.
4. The parties will have the option to re-open on Wages and Benefits if the funded base revenue limit is less than \$4,891 per ADA or greater than \$5,221 per ADA.
5. Prior to the last teacher workday, the District and the Association will enter into a written agreement on the salary schedules for the 2011-12 school year based on the provisions of this agreement.
6. It is the basis of this agreement that other units (management or classified) will delay step and longevity advancements for 8 months and receive furlough days which result in the same percentage to two decimal places in salary reductions or the equivalent of the two. In the event that this does not occur, the parties will meet to reduce the cuts provided for in this MOU accordingly.

  
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For The District

Date: May 20, 2011

  
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For APDE

Date: May 20, 2011

# 2011/2012 Calendar

## 178 Student Days – 181 Teacher Work Days

### July 2011

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						

### August 2011

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			

### September 2011

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	

### October 2011

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					

### November 2011

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			

### December 2011

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

### January 2012

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				

### February 2012

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			

### March 2012

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

### April 2012

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					

### May 2012

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		

### June 2012

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

**July**  
4 Independence Day Holiday

**August**  
31 Teacher PreService Day

**September**  
1 Teachers PreService Day  
2 Teacher Furlough Day  
5 Labor Day Holiday  
6 1<sup>st</sup> Day of School

**November**  
11 Veterans Day Holiday  
23 Teacher/Student Furlough Day  
24-25 Thanksgiving Holiday

**December**  
25 Christmas Day  
19-30 Winter Break

**January**  
2 New Year's Holiday  
3 Return from Winter Break  
16 MLK Holiday

**February**  
17 Lincoln's Birthday  
20 Washington's Birthday

**March**  
16 Teacher/Student Furlough Day

**April**  
8 Easter Sunday  
9-13 Spring Break

**May**  
28 Memorial Day Holiday

**June**  
15 Students Last Day of School  
18 Teacher Furlough Day

#### \*Potential Additional Furloughs

- (1) April 6, 2012
- (2) May 25, 2012
- (3) March 19, 2012
- (4) Dec 2/Jan 27

\*Pursuant to the MOU attached to the Tentative Agreement.

*Amely*  
5/20/11

*Angie*  
5/20/11