

Site Management Team Regular Meeting Agenda and Packet

Date: October 24,, 2024

Time: 5:30 pm

Location: In-Person in the Lion's Lair Humanities and via Zoom

Zoom:

https://us02web.zoom.us/j/8225504281

Meeting ID: 822 550 4281

Passcode: Linscott

Open Session

Call to Order/Roll Call and Establishment of

Quorum

Approval of Agenda

Regular Business:

1. Read Mission Statement

2. Correspondence

3. Announcements & Appreciations

Student Council Report

PVFT Report

LFKF Report

Director's Report

Public Comments on Regular or Non-Agenda

Items*

Consent Agenda:

SMT Meeting Minutes 9/26/24 and 10/10/24

Action & Discussion Items:

(Action) Ratification of Agreement between PVFT and Linscott

2. (Discussion) Brown Act Training Follow-up

Adjournment

*There will be a brief public comment session prior to each agenda item. Comments may be limited to 3 minutes. Dial-in (Audio only) (669) 900 6833

Meeting ID: 822 550 4281 Passcode: 34121032

Sesión abierta

Llamada a orden/Pase de lista y establecimiento

del quórum

Aprobación de la agenda

Asuntos habituales:

1. Leer la declaración de misión

2. Correspondencia

3. Anuncios y agradecimientos

Informe del consejo estudiantil

Informe de PVFT

Informe de LFKF

Informe del director

Comentarios públicos sobre temas habituales o

no incluidos en la agenda*

Orden del día consensuado:

Actas de las reuniones del SMT del 26/9/24 y del 10/10/24

Temas de acción y debate:

1. (Acción) Ratificación del acuerdo entre PVFT y Linscott

2. (Discusión) Seguimiento de la capacitación sobre la Ley Brown

Levantamiento de la sesión

*Habrá una breve sesión de comentarios públicos antes de cada tema de la agenda. Los comentarios pueden limitarse a 3 minutos.

CONSENT AGENDA ITEMS

A consent agenda groups discussion points into a single agenda item. The grouped items can be approved in one action (a vote to approve the Consent Agenda) rather than through the filing of multiple motions. If a member of the SMT would like to discuss one item from the consent agenda in isolation, the SMT member may request to pull the item out of the consent agenda and add it to the regular agenda during the approval of the agenda.



Linscott Charter School Site Management Team Meeting September 26th 2024 In-person and Zoom

Time:	Item:		
Call to order: 5:35 pm	SMT Members Present: Lety Perez Emily Villaron Josie Montes (Zoom) Karina Vega (Zoom) Felipe Gamboa Alyssa Khan Araceli Gonzalez SMT Members Absent: Alison Guerin Sarah Diaz-Bastin	Linscott Staff/Commu Present:	Linscott AD Teacher Teacher PVFT
Approval of Agenda		Motion: Motion to approve the agenda with Action Item #2 removed.	Moved: Alyssa Seconded: Felipe Yes: 7 No: 0 Abstain: 0 Absent: 2
Read Mission Stateme	nt: Alyssa		-1
Correspondence	 Three letters of correspondence were received and shared with SMT. Alicia received a letter from PVUSD giving Linscott the green light to start our renewal process. 		
Announcements & Appreciations	 Alicia - Thanks to Teacher Susan for all her work helping ELD students excel. Alyssa- Thanks to Teacher Seth for being awesome and working hard with this class to gain their respect. 		
Reclassification Celebration	 Students are designated as English Only or English Language Learners during their first 60 days in a US school. Once designated as an English Language Learner, students receive support and explicit instruction in English. Students are assessed on their English language proficiency each year using a statewide assessment called the 		



	ELPAC. It's challenging to reclassify. Students must score 4 out of 4 overall on the ELPAC, have no ELPAC subscores lower than 3 out of 4, a CAASPP Score of Met or Exceed for English Language Arts, a Writing sample that shows proficiency in grade level writing, and have a teacher recommendation. Usually, students are reclassified in 6th or 7th grade, but some are classified earlier, which is a testament to their hard work. • Students who are being reclassified this year are: • 4th grade- German Garcia • 5th grade - Edgardo "Eddie" Gonzalez Moreno • 5th grade - Julian Moriel • 7th grade - Kailey Acosta • 7th grade - Daisy Aguilar Hernandez • 8th grade - Adrian Garcia-Torrez • 8th grade - Giovani Hernandez-Robledo • Congratulations to all the students and families on this huge accomplishment!	
Student Council Report	 2024-2025 Student Council President- Nico Paredes (8th) Vice President - Willie Victory (8th) Secretary- Annalia Guzman (8th) Treasurer- Ryan Gong (6th) Spirit Leader - Ember Jordan (7th) 5th Grade Class Representative - Ayden Parra 4th Grade Class Representative - Austin Schoeck This year, a record number of students ran for Student Council. During the election period, many great posters were created, essays were written, and campaigning occurred. 	
PVFT Report	 MOU signed today to implement a mentor stipend for seasoned Linscott teachers who mentor new teachers on campus. Close to finalizing negotiations. 	
LFKF Report	 Drive for Schools is going on currently. The goal is to raise \$15k. If you have extra tickets that you won't sell, please return them to the office. How can the SMT and LFKF collaborate more? 	
Director's Report	Attendance August 15 - September 6th - 96.85% 8th grade's attendance was over 99% - Awesome job! Each student's attendance is reviewed monthly.	



- All grades are full, except there is one opening in 4th grade. Working to fill the spot.
- Linscott Birthday Bash is 9/3/2024 at 5:30 pm.
- September 28th is Campus Beautification Day from 9:00 am to 1:00 pm.
- Both water bottle filling stations are up and running!
- New hand dryers are now installed in the bathrooms.

PUBLIC COMMENT: The public may comment on closed session agenda items listed. The Board may not respond except to ask clarifying questions. The length of comments shall be limited to 3 minutes.

- Is Linscott included in Measure L? Yes
- When does the PE teacher Ashley return? Mid-October
- When do the students go to Alicia for disciplinary action? Depends on the situation
- Are parent volunteers allowed to ask students to log-in? Yes

1. (Action) Consent Agenda		Motion: Motion to approve the SMT meetings 8/22/24 as written	Moved: Emily Seconded: Alyssa Yes: 7 No: 0 Absent: 2 Abstain: 0
2. (Action) Mentor Stipend	It is proposed that Linscott offer a mentor stipend to any classroom teacher who formally mentors a teacher within their first two years of teaching. It is further proposed that Linscott follow the New Teacher Project PVUSD Released schedule for this stipend. Year PVUSD Released Mentor Cost 2024-2025 \$2200 2025-2026 \$2250 2026-2027 \$2300	Motion: Motion to approve the mentor stipend as proposed.	Moved: Josie Seconded: Felipe Yes: 7 No: 0 Absent: 2 Abstain: 0
3. (Action) Revise Independent Student Policy	Due to a new bill (AB 153) we must revise our Independent Study Policy to ensure compliance with the new law.	Motion: Motion to approve the revised Independent Study	Moved: Alyssa Seconded: Emily Yes: 7



		Policy as revised.	No: 0 Absent 2: Abstain: 0
Meeting Adjournment:	6:25pm		
Next meeting: October	10th, 2025 (SMT retreat)		
October 24th, 2025 (Regularly scheduled SMT meeting)			



Linscott Charter School Site Management Team Meeting October 10th 2024 In-person and Zoom

Time:	Item:		
Call to order: 5:36 pm	SMT Members Present: Lety Perez Emily Villaron Felipe Gamboa Alyssa Khan Araceli Gonzalez Alison Guerin Sarah Diaz-Bastin SMT Members Absent: Josie Montes Karina Vega	Linscott Staff/Commun Present:	nscott, AD inscott Teacher D, Chief Business ez, PVUSD, enance,
Approval of Agenda		Motion: Motion to approve the agenda as written.	Moved: Lety Seconded: Felipe Yes: 7 No: 0 Abstain: 0 Absent: 2
Read Mission Statement: Sarah			
Correspondence	• None		
Announcements & Appreciations	 Alicia - Kudos to the Planning Committee for the Linscott Birthday Bash Alicia - Kudos to LFKF for Drive For Schools fundraising Sarah - Kudos to Josh for all this hard work, especially at the Linscott Birthday Bash. Sarah - Kudos to Alicia and Araceli for all their work in organizing the event. 		
Student Council Report	None.		



	Home of the Sea Otters		
PVFT Report	None		
LFKF Report	None		
Director's Report	None		
	public may comment on closed session agenda items listed. The Board norments shall be limited to 3 minutes.	nay not respond except to as	k clarifying
None			
1. (Presentation) Measure M	A presentation on Measure M was given to the SMT by Jenny Irm, PVUSD's Chief Finance Advisor.		
2. (Action) Consent Agenda	Annual Review of Policies: #9001 - Public Statements #9100 - Membership of the SMT #9102 - Officers and Their Duties #9103 - SMT Limits of Authority #9104 - SMT Protocols #9105 - SMT Orientation #9200 - SMT Code of Ethics #9300/01 - Meetings & Conduct #9400 - Committee	Motion: Motion to approve the consent agenda with no changes.	Moved: Emily Seconded: Sarah Yes: 7 No: 0 Absent: 2 Abstain: 0
3. (Discussion) #9500 - Policies Policy	Linscott is being encouraged to look at our policy regarding deferring to PVUSD in the absence of a Linscott policy. This item is up for discussion only at this meeting. • The previous stance was that if Linscott did not have a policy, Linscott would defer to PVUSD's policy. • This may interfere with charter law. • This has not served Linscott poorly in the past, but Linscott may want to enact its own policies. • There are four pages of required policies. Alicia will review and compare.		
4. (Discussion)	Discussion of SMT positions and nominations for the 24-25 school year.		



SMT Officers	 There were no nominations for the 24-25 school year. All SMT members are nominated to keep their current positions. 	
5. (Discussion) Set SMT Meeting Schedule	Discussion to determine the days for our regular SMT meetings. SMT Meetings for 24-25 (Thursdays): 2024: 10/24, 11/21, 12/12, 2025: 1/23, 2/20, 3/20, 4/24, 5/15, 5/29, 6/12, 6/19	
6. (Discussion) Establish SMT Goals	Discussion of SMT goals for the new school year. How to increase parent participation AD Evaluation How did it work in previous years? Initiated by the AD Staff survey & SMT gave the evaluation Closed Session at SMT meeting where AD is brought in to discuss SMT discussed a possible timeline for the evaluation SMT discussed SMT sending out the survey instead of the AD SMT to gather info from stakeholders AD would like to see the results Finish the library Garden Grant (\$3,000) More help for Josh Josh's backup planning for sick/vacation days Have flexible volunteer hours to help Josh More community events-Community events align with LCAP goals 2024: Movie Night, Winter Concert, Craft Fair 2025: Science Fair, Potluck, Talent Show, Movie Night, Living History, Spring Concert Increase Teacher/Parent Communication Reminders at Pick-up Line Use a sandwich board SMT agreed to continue to discuss goals further and would like to ask teachers for feedback. Ask Seth or Heidi to get info from fellow teachers/staff.	
7. (Presentation) Brown Act	Brown Act training is required for all school board members. • SMT members must complete online Brown Act training by 10/24/2024.	
Meeting Adjournment:	7:37 pm	



Next meeting: October 24th, 2025

ACTION ITEMS

Action items are intended to result in a vote. An action item may be discussed and then tabled or moved to another meeting if board members feel there is insufficient information to make a motion or take action. Action items pass with a majority vote.

Action Item Information

Title of Item: Ratification of Agreement Between PVFT and Linscott

Meeting Date: 10/24/24

Session: Open **Summary:**

Collective Bargaining Agreement contract language was negotiated during last school year.

This action item is to ratify and finalize the revised articles.

Paquete del equipo de administración del sitio de la escuela autónoma Linscott

Información del elemento de acción

Título del punto: Ratificación del acuerdo entre PVFT y Linscott

Fecha de la reunión: 24/10/24

Sesión: Abierta

Resumen:

El texto del contrato del Convenio de Negociación Colectiva se negoció durante el año escolar pasado. Este punto de acción es ratificar y finalizar los artículos revisados.



ARTICLE IV. WORKLOAD AND HOURS

The Parties acknowledge the professional status of certificated work. The purpose of this article is to establish necessary definitions and parameters influencing the achievement of quality professional work.

A. Definitions

- 1. Basic Work Day is defined as the total time that the unit member is required to be on the work site.
- 2. Instructional Day is defined as the time during the workday when students are present at school for instruction.
- 3. Release Time is defined as time during the instructional day when the classroom teacher is not responsible for a classroom of students.
- 4. Preparation Time is defined as that portion of the workday in the morning prior to students beginning their instructional day, and the portion of the workday in the afternoon after students have concluded their instructional day, when the teacher is not assigned duties.

B. Basic Work Day

 Times of arrival and departure shall be set by the principal with the input of the staff, provided that the full work day, including the forty (40) minute dutyfree lunch period, shall be seven and one half (7 1/2) consecutive hours. Individual exceptions may be approved by the principal for a given day.

C. Part-Time Work

1. The principal, with those unit members working part-time, shall set appropriate arrival and departure times for part-time work. In the case a part-time teacher is not working 5 days/week, they shall set the scheduled days for the year. All Preparation/Release Time, lunch, school service duties, etc. shall be at least proportionate to the FTE of the part-time unit member.

D. Early Dismissal Days

1. The principal, with input from the staff, shall determine which day of the week will be the Early Dismissal Day. On months with four Early Dismissal Days, unit members shall be provided one hundred twenty (120) minutes each on at least two (2) of those days for fulfilling professional responsibilities at their discretion. On months with five Early Dismissal Days, unit members shall be provided one hundred twenty (120) minutes on at least three (3) of those days

for fulfilling professional responsibilities at their discretion. The Parties recognize that it may be necessary to leave the worksite during this time for work-related duties, and will agree upon a protocol for such needs.

2. The Early Dismissal Day prior to progress reports, report cards, and parent teacher conferences shall be free of any mandated meetings.

E. Release Time (During the Instructional Day)

- 1. Classroom teachers shall be released during the instructional day, following the specifications below, to fulfill professional responsibilities at the unit member's discretion. The following time frames are for weeks with 5 instructional days. For weeks with fewer instructional days, teachers shall be provided with at least a proportional amount of time.
 - a. All classroom teachers shall receive at least four 40-minute blocks of release time per week.
 - b. Other teachers who do not have self-contained classes, such as release teachers, will arrange their schedules to incorporate their "release time" under this article. Their time shall be equivalent to at least four 40-minute blocks of Release Time per week.
- 2. Within the first month of the school year, the principal, with the input of the staff, shall create a Release Time schedule that takes into consideration all weeks with special scheduling, including those with fewer than five (5) instructional days, and parent-teacher conferences.

F. Preparation Time (Before and After Student Instructional Day)

- Classroom teachers shall have at least 175 minutes per week of Preparation
 Time to fulfill professional responsibilities before and/or after the student
 instructional day. This Preparation Time shall occur during the Basic
 Workday. Preparation Time for weeks with fewer than 5 instructional days
 shall be proportionate.
- Exceptions to the regular Preparation/Release Time may occur on days with special scheduling (i.e., due to field trips, assemblies, unanticipated events). If there is a loss of Preparation/Release due to special scheduling, the principal, with the advice of the affected teachers shall devise a plan to make up for that loss.

G. Substituting During Preparation/Release Time

1. During their Preparation/Release Time, teachers may be required to substitute for another teacher or perform occasional supervisory duties when

ex X







student safety is of primary concern. Such substituting shall be assigned on a reasonable and equitable basis. A record of certificated staff who substitute will be maintained and made available for review.

2. If a teacher substitutes during their Preparation/Release Time, including for the release teacher, they will receive pay for their time, rounded up to the nearest ½ hour, at the hourly rate of Step 12 Class III of the Linscott Teacher Salary Schedule (see also Wages and Related Matters).

TENTATIVE AGREEMENT BETWEEN LINSCOTT CHARTER AND PVFT

H. Requesting a Substitute Teacher

- For anticipated absences teachers shall follow the designated protocol for requesting a substitute teacher. This protocol shall be in writing and available for review in an easily accessible and known location. Teachers may request a specific substitute; however, all arrangements will be finalized by the Linscott Office Staff.
- 2. For unanticipated absences, the teacher shall inform the Linscott Office as early as possible prior to the absence, and no later than 7:00 am the morning of the absence unless the absence is related to a medical or other emergency situation.
- 3. If a substitute management system is utilized, that shall take the place of the process as stated above.

I. Inclement Weather/Poor Air Quality Day Schedules

1. The principal, with the staff, shall create a plan to provide short breaks for teachers on days when weather conditions or air quality require students and staff to remain indoors. These breaks shall be at least 30 minutes total during the day and may be provided in one or more sessions over the course of the day. This shall be in lieu of the forty (40) minute duty free lunch.

J. School Service Duties

1. The principal, with staff, shall determine the number and types of duties needed (including supervisory duties such as recess and pick-up duties), and an equitable method of assigning these duties. The number of duties from year-to-year shall remain stable. If a new duty is added, every effort shall be made to eliminate an equally time-consuming duty from the list. When deemed necessary to assign duties outside of the Basic Work Day, which might include Back to School Night, Open House, parent education meetings, or supervision of student activities, all teachers shall share duties equally unless they can show legal or practical reasons that prevent them from doing so. A list of all agreed upon supervisory duties shall be made available to



teachers and revised as necessary throughout the year.

2. Any work on non-contract days or beyond the basic workday without prior approval from the Administrative Director is voluntary.

K. Report Cards and Progress Reports

 Report cards and progress reports will be due no earlier than four (4) working days after the end of the grading period, with the exception of the end of the school year.

L. Linscott Directed Staff Time

- 1. Staff, professional development, and/or collaboration meetings shall not exceed two (2) meetings per month for a total of four (4) hours per month, with the exception of the week prior to instruction beginning. Meetings shall be held during the Basic Work Day. In the event that these meetings run past the Basic Workday, attendance shall be considered voluntary from that point on and no discipline or other negative consequence shall result from leaving.
- 2. Additional PD may be scheduled by mutual agreement, one month at a time. This agreement may vary by grade level.
- 3. The site administrator and staff shall work together to create the schedule and focus for site collaboration and these meetings will appear on the site master calendar for reference. Other types of Linscott Directed Staff Time shall be scheduled as far in advance as possible.

M. SST and IEP Meetings

- SSTs shall be scheduled during the Basic Workday.
- Every effort shall be made to schedule IEP meetings during the Basic Workday. When that is not possible, a General Education Teacher may be asked to submit a written report to the IEP team in lieu of attending. If the Teacher is required to attend after the Basic Workday, they shall be paid their hourly rate.

N. PVFT Union Update

 In months in which a meeting is held where the majority of the staff is present, PVFT will get ten (10) minutes per month during one meeting's regular agenda for union business. Administration shall not be present for this union time.

O. Business Days

 Days approved for attending workshops or conferences that benefit a unit member's professional work shall not be deducted from a unit members sick leave. This opportunity shall be available to all unit members.

FOR LINSCOTT: Nima Boolitz 6/12/24	FOR PVFT: W// C/12/29



ARTICLE VII. WAGES AND RELATED MATTERS

A. Wages

- 1. Unit members shall be compensated according to the 2020-2021 Linscott Certificated Salary Schedule. (Teachers' Salary Schedule: Exhibit B).
- 2. If PVFT unit members in PVUSD receive pay increases, salary adjustments, retroactive raises, bonuses, etc., the Parties will reopen negotiations on Wages within one month of the agreement being ratified.
- During the 2021-2022 school year, Linscott and PVFT agree to form a Wages
 Committee to evaluate the Linscott salary schedule. The Committee will make
 recommendations to the negotiating teams which they may consider during
 the regular negotiating cycle.
 - a. The Committee shall have equal-representation from members of the affected bargaining unit, PVFT representatives, Linscott administration, and the SMT.
 - b. The Committee shall meet at least twice, with its first meeting occurring no later than October 1st and its recommendations being made no later than March 1st for the consideration of the negotiating teams.
- 4. The Parties agree to reopen on Wages for the 2021-2022 school year.

B. Graduate Degree Stipends

1. Linscott will provide a stipend of 3.66% of Step 1 Class 1 to unit members who are awarded a Master's Degree or a Doctorate Degree by an accredited institution.

C. Bilingual Stipend

- 1. Linscott will provide a stipend of 3.66% of step 1 Class 1 to a classroom teacher if the following conditions are met:
 - a. The teacher has a Bilingual Authorization or Bilingual, Cross-Cultural, Language and Academic Development Certificate (BCLAD)
 - b. The teacher is asked by administration to utilize their biliteracy skills on a regular basis to support the student or school program.

D. Roving Teacher Stipend

1. For the purpose of this stipend, a "roving teacher" is a teacher who does not have an assigned classroom and is expected to rove (move from class to class) to provide instruction. Linscott will provide these teachers with a stipend of 3.66% of Step 1 Class 1 of the teacher salary schedule.



E. Initial Salary Schedule Placement

1. Initial Contract and Salary

a. For the purposes of the initial iteration of this Collective Bargaining Agreement beginning in 2021, Unit Members shall retain and continue in their salary schedule placement unless there is a provision in this contract that would provide an improvement, which they shall receive.

2. Class (or Column)

- a. The employee shall complete all coursework prior to first rendering paid service to Linscott and shall furnish the Administrative Director with official transcripts for all units of course work no later than fortyfive (45) days after first rendering paid service to Linscott. Extensions of the forty-five (45) day period may be granted by the Director, in cases of extenuating circumstances.
- b. Employees shall be placed in the appropriate class based on the number of upper division or graduate semester units earned subsequent to completing the Bachelor's Degree. Graduate units credited prior to receiving the Bachelor's Degree shall be counted as units beyond the degree. (Téachers appropriately placed in accordance with previous agreements or Site Management Team policy shall not be reclassified at a lesser class on the basis of this provision.)
- c. Units shall be accepted from colleges or universities accredited by one of the major regional accrediting associations. Certificated employees shall be entitled to full credit for full-time teaching (currently up to step 17). Non-teaching bargaining unit members shall receive full credit for all full-time related prior service.
- d. Teaching experience shall be defined as teaching or other approved certificated service as a full-time regular employee for not less than one hundred and thirty-five (135) days per year in a verified public, private or parochial school. Verified teaching in the Armed Forces may be accepted.
- e. In special areas, work experience directly related to the subject(s) taught or to the special service rendered may be accepted in lieu of teaching experience upon recommendation of the Linscott Director. (Part-time contract language is governed by Article IV. C., and Article XVI.).

F. Salary Schedule Advancement

Class (or column) change:



- a. An official transcript shall be furnished by the employee in order to establish or change salary class.
- b. Course work shall be completed prior to September 1st in order to be considered for a change in salary class. Official transcripts for such work, or documentation of a request for the official transcripts, shall be filed with the Administrative Director prior to October 1st in order for the change to become effective.
- c. Unit credit towards salary class placement shall be upper division or graduate credit received from a college or university accredited by one of the major regional accrediting associations.
- d. Application may be made to the Administrative Director for the acceptance of lower division units when the course clearly relates to the teaching situation of the individual and will benefit the students with whom the employee works. Approval under this section must be received prior to registration for the course. Not more than six (6) units of lower division credit shall be used for between-columnar movement, except where Linscott approves lower division language courses to meet bilingual education requirements and/or units in math and science. Approval may be granted by the Site Management Team for Linscott in-service credit towards salary schedule placement. Such inservice shall be approved and recommended by the Director.
- e. When an advanced degree has been earned, which will not be granted until a later date, due to the calendar of the college or university, the employee shall notify the Administrative Director. Salary stipend for an advanced degree shall be prorated when a diploma or official transcript recording the date the degree has been granted is filed with the Administrative Director, provided that no proration of the stipend shall be granted prior to July 1st of the current fiscal year.
- f. When unit credit or creditable experience not previously filed with the Administrative Director is presented, no salary adjustment shall be made retroactive prior to July 1st of the current fiscal year.

G. Experience (step) Advancement

 Each employee who was under a regular, temporary, or categorically funded contract for a year shall be advanced one step on the Salary schedule, providing that the employee served a minimum of seventy-five percent (75%) of the work days from July 1st through June 30th. Service time accrued outside Linscott, in the same school year, is not creditable toward step advancement.



- If an employee has reached the last step in any salary class and subsequently earned sufficient units to advance to another salary class, all years of service in Linscott shall be credited, up to and including the final step in the new salary class.
- 3. An employee who served on an exchange assignment for one school year shall be granted the same credit for service as if the employee had continued in the local schools.

H. Salary Payments

- Payment Schedule: All contracted employees shall be paid on an eleven (11) month basis. Payments are made August through June. Employees may select a deferred net payment for the twelfth month. This would result in payments from August through July with the July check reflecting monies due from the preceding year, i.e., July 2021 payment is from monies earned in the 2020-21 school year.
- 2. Employees paid by the month: All contracted employees, or other employees paid by the month, shall receive warrants payable on the last business day of the calendar month of service.
- Other Employees: Warrants for other employees, including those who work part-time or by the hour, shall be payable on the tenth of the calendar month following service rendered, between the 19th and 18th of the two preceding months, subject to the limitations of the Santa Cruz County Comptroller's Office.

I. Stipend for Overnight Field Trips

1. Teachers who accompany students on approved overnight field trips shall be paid at the rate of \$250 (two hundred fifty dollars) per night when the teacher stays overnight.

J. Stipend for Coordination of Schoolwide Events

 Teachers who volunteer to coordinate a schoolwide event will be paid their hourly rate for extra work up to a preapproved number of hours. The scope of work and estimated number of preapproved hours will be determined in conjunction with the Director. A timesheet of extra work hours will be submitted to the Director upon completion. This stipend will be paid on the 10th of the month.

K. Hourly Rate for Supplemental Work



 Certificated employees shall be paid an hourly rate for supplemental work based on the following: Annual Salary for Column One (1), Step One (1) of the positions salary schedule divided by the number of days in the regular work year divided by the number of hours in the basic work day = hourly rate.

L. Hourly Rate for Substituting During the Basic Work Day

- 1. The hourly rate for substituting during the basic workday is Step 12, Class III of the Linscott Teacher Salary Schedule.
- 2. Unit members who substitute during their preparation/release time shall be paid the Hourly Rate for Substituting.

M. Moving Classrooms and/or materials:

1. A unit member who is required to move assigned classrooms shall, upon request, be provided two (2) days without classroom duties or two (2) days paid at their Per Diem rate for moving and preparation. Additional time may upon request, be granted by the Director. A departing unit member is responsible for removing all personal items from their classroom/space.

N. Extra Days.

- In order to meet program needs at the site beyond one hundred and eightyeight (188) days Linscott may offer employees the opportunity to work additional days to be paid on a per diem basis (This does not apply to substitute assignments.)
- 2. Teachers working extra days may use sick leave as prescribed by Article XV of this Agreement.
- 3. Employees who work extra days shall be credited with additional sick leave at the same rate of accrual as provided in this Agreement up to any legal limit.
- 4. Extra days will be paid on a supplemental payroll after the workdays have been verified. Additional sick leave, if applicable, will be credited upon completion of the assignment and verification of the number of days worked.

O. Payroll Deductions.

- 1. Compulsory Deductions: Deductions shall be made from salary warrants as required by law for:
 - a. Federal and State Withholding Income Tax.
 - b. State Teachers' Retirement System Deductions for the State
 Teachers' Retirement System shall be made in equal installments for
 the number of warrants issued to each employee in each fiscal period.

- Optional Deductions: Optional deductions shall be made from an employees' salary only with his/her written approval on a form provided by the Business Office. Discontinuance of optional payroll deductions shall be made when requested in writing by the employee on a form approved by the Business Office.
- 3. Changes in payroll deductions shall be filed with the Business Office on or before the eighth day of the month to be effective with the next salary warrant.
- 4. Monthly payroll deductions for Union dues shall be initiated by Linscott and submitted to PVFT according to Article III, H. 1.
 - a. The Union shall indemnify, defend and hold Linscott harmless, including reasonable attorney's fees, from any claims made and against any lawsuit instituted against Linscott arising from its deduction of membership dues for the Union, with the exception of claims or suits based upon fault or negligence of Linscott.

FOR LINSCOTT: 6/12/24	FOR PVFT: 4/12/2
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ARTICLE X. CLASSIFICATION AND JOB SECURITY

- A. Classification and Continuing Employment
 - 1. Temporary Employment
 - a. Temporary unit members are those employed in positions requiring certification qualifications, other than substitutes, who work for Linscott on a temporary basis to replace a teacher on leave or a teacher experiencing a long-term absence; or employed to serve from day-today during the first three months of any school year to teach temporary classes or to perform any other duties that will not exist after the three month period; or employed under categorically funded projects which are not meeting a need required by federal or state statutes.
 - i. The total FTE of Temporary unit members at any time should match the number of certificated unit members on leave, and the other needs being met as described in A., 1., a.
 - b. A Temporary unit member shall be given written notice at the time of employment that their position is of a temporary nature and the period of time for which they are being employed (up to one school year at a time). If a written statement is not given or does not indicate the temporary nature of the employment, the unit member shall be deemed to be a Probationary unit member of Linscott.
 - c. A unit member with Temporary status who serves during one school year for at least 75 percent of the number of days of the regular school calendar in that school year, and has performed the duties normally required of a certificated unit member of Linscott, shall be deemed to have served one complete school year as a Probationary unit member if employed as a Probationary unit member for the following school year.
 - d. A unit member with Temporary status who serves at least 75% of the regular days of the Linscott calendar for two consecutive years and has performed the duties normally required of a certificated unit member of Linscott, shall receive priority for consideration over outside hires if Linscott fills a vacant position at the grade level at which the unit member served during either of the two years, for the subsequent school year.
 - In the case of a departmentalized program, the unit member shall have taught in the subject matter in which the vacant position occurs.
 - ii. A Temporary teacher may be re-employed without an interview, if the performance has been satisfactory according to the Principal's observations and evaluations.



- e. A unit member with Temporary status serving in a categorically funded position (see A, 1, a) shall have first priority for consideration from year-to-year if the categorical funding for their position continues.
- f. A Temporary unit member has a right to be employed during the term of their contract unless they are dismissed.

2. Probationary Employment

- a. Probationary unit members are those employed in positions requiring certification qualifications for the school year, who have not been classified as Permanent, Temporary, unit members.
 - i. A unit member who holds a provisional, or short-term credential, such as a Short Term Staff Permit ("STSP") or Provisional Intern Permit ("PIP"), shall be classified as Probationary unless they are correctly classified as a Temporary unit member according to A., 1., a.
 - Interns may be classified as a Probationary teacher for up to three years, unless they receive a clear credential prior to that time. (e.g., Probationary zero, Probationary one, Probationary two)
- Probationary unit members have a right to continued employment for each full year of the probationary period unless non-reelected, laid off, or dismissed.
- c. Unit members hired for the 2021-2022 school year and beyond will serve a probationary period of two complete consecutive years before achieving Permanent status.
 - i. A complete school year is considered 75% of the work days of the regular school calendar, regardless of Full Time Equivalency (FTE).
- d. Unit members employed for two complete school years prior to the beginning of the 2021-2022 school year, and who continue employment at Linscott for the 2021-2022 school year shall be considered as having completed their Probationary period and shall be considered as Permanent on the first paid day of the 2021-2022 school year at the minimum FTE they consistently served over those two years. (e.g., if a unit member served at .50 FTE in 2020-2021 and will serve .75 FTE for 2021-2022, they are considered to have Permanent status at .50).
 - i. Nothing in this article should be construed to limit a part-time tenured unit member from the ability to increase the percentage of their permanent status in future years.

3. Permanent Employment



- a. Permanent unit members are those employed in positions requiring certification qualifications, that have passed their two years of probation and are reelected to serve a third year at Linscott, or in the case of a provisional or short-term credential, such as an intern, the unit member may be reelected to serve a fourth year after serving 3 years of Probationary service.
- b. To be Permanent, the unit member must hold either a preliminary or clear credential.
- c. Part-time unit members shall be classified as Permanent under the same conditions as full-time unit members for the FTE served for two complete consecutive school years.
- d. Permanent unit members have a right to continued employment until they are laid off due to Reduction In Force conditions, dismissed for cause, resign, or retire.
- 4. Notice and Order of Placement for Continuing Unit Members
 - a. Continuing unit members shall receive written notification of their grade level and/or subjects assignment on or about May 20th for the next school year, except where good cause exists, such as late resignations, retirements, new projects, or unexpected program changes.
 - i. Any changes to assignment as a result of unanticipated changes shall be communicated to the affected unit members as soon as practicable.
 - ii. A unit member who is required to move assigned classrooms shall, upon request, be provided two (2) days without classroom duties or two (2) days paid at their Per Diem rate for moving and preparation. Additional time may, upon request, be granted by the Director. A departing unit member is responsible for removing all personal items from their classroom/space.
 - b. Priority for Placement. In verified vacancies, the following priority shall prevail:
 - i. Returnees from sabbatical leave;
 - ii. Persons displaced because of declining enrollment, reduction or discontinuance of programs, or those on 24 or 39 month rehire lists;
 - iii. Unassigned teachers returning from leave whose position does not have a temporary placeholder;

- iv. Teacher seeking part-time positions for pre-retirement authorized by Article XVII. Retirement
- v. Temporary unit members with priority consideration

B. Seniority Date

1. A unit member's seniority date shall be determined by the amount of time a certificated employee has been continuously employed at Linscott beginning with the first day of paid service in a probationary position.

C. Dismissal Generally

- 1. The following shall be considered just cause for dismissal
 - a. Immoral conduct, including, but not limited to, egregious misconduct. "Egregious misconduct" is defined exclusively as immoral conduct that is the basis for an offense described in Section 44010 or 44011 of California Education Code.
 - b. Unprofessional conduct
 - c. Commission, aiding, or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188 of the Statutes of 1919, or in any amendment to that chapter
 - d. Dishonesty
 - e. Unsatisfactory performance
 - f. Evident unfitness for service
 - g. Physical or mental condition unfitting them to instruct or associate with children
 - h. Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the state board or by the governing board employing them
 - i. Conviction of a felony or of any crime involving moral turpitude
 - j. Alcoholism or other drug abuse that makes the unit member unfit to instruct or associate with children
- 2. The following "Morrison" factors shall be used in assessing whether or not conduct makes a unit member unfit to continue in their position. (Factors based on Morrison v. State Board of Education)
 - a. Likelihood the conduct may adversely affect students or fellow unit members
 - b. The degree of such anticipated adversity
 - c. The proximity or remoteness in time of the conduct
 - d. The aggravating or extenuating circumstances, if any, surrounding the conduct



- e. The praiseworthiness or blameworthiness of the motive for the conduct
- f. Likelihood of recurrence of the questioned conduct
- g. The extent to which disciplinary action might have an adverse impact or chilling effect upon the constitutional rights of the unit member involved or other unit members

3. Temporary Unit Members

- a. The SMT may release Temporary unit members under the following circumstances:
 - At the pleasure of the SMT prior to serving during one school year at least 75 percent of the number of days the regular schools of Linscott are maintained.
 - ii. After serving during one school year the number of days set forth in subdivision (i), if the unit member is notified before the end of the school year of Linscott's decision not to reelect the unit member for the succeeding year.

4. Probationary Unit Members

- a. Probationary unit members have a right to continued employment for each full year of the probationary period (two years for a non-intern, up to three years for those with provisional permits, such as interns) unless the following action is taken
 - Non-reelection in the first probationary year. The SMT shall notify a unit member in writing, on or before June 30th of the unit member's first complete school year of employment in a Probationary position of the decision to reelect or not to reelect the unit member for the succeeding school year.
 - In the event that the SMT does not give notice pursuant to this section on or before June 30th, the unit member shall be deemed reelected for the succeeding school year.
 - ii. Non-reelection in second probationary year. The SMT shall notify a unit member in writing, on or before March 15th of the unit member's second complete consecutive school year of employment in a Probationary position of the decision to reelect or not to reelect the unit member for the succeeding school year.
 - In the event that the SMT does not give notice pursuant to this section on or before March 15, the unit member shall be deemed reelected for the succeeding school year.
 - iii. Reduction in Force as set forth in Article XI of this Agreement.

- iv. Charges are filed for dismissal, based on just cause, to take place prior to the end of the school year.
 - Prior to issuing a dismissal notice to a unit member for the particular cause of Unsatisfactory Performance, the unit member shall be given a 90-day notice that describes specific instances of behavior sufficient to enable the unit member to correct faults and overcome the grounds for the charge within 90 calendar days.
 - 2. Any dismissal pursuant to this section shall be in accordance with the following procedures
 - a. The Linscott director or their designee shall give 30 calendar days' prior written notice of dismissal, not later than March 15 in the case of second year Probationary unit members. In the event of a dismissal for Unsatisfactory Performance, a copy of the latest evaluation shall accompany the written notice.
- 5. Permanent Unit Members
 - a. A Permanent unit member shall not be dismissed except for Reduction In Force conditions (Article XI.), or for just cause.
- 6. Automatic Dismissal Regardless of Classification
 - a. A credential revoked by the Commission on Teacher Credentialing
 - b. Conviction, by verdict or plea, of a sex offense or controlled substance offense as defined in CA Education Code 44010 and 44011.
 - i. Notice of Dismissal shall be served upon the unit member or sent by certified mail to the last known address on file.
 - c. These causes are not subject to the grievance procedure.
- 7. Statement of Charges for Dismissal
 - a. Dismissal shall be initiated by the Administrative Director's filing of a written "Statement of Charges" alleging grounds for dismissal.
 - i. The Statement of charges shall be voted on in closed session by the SMT.
 - Any SMT member who is related to a student in the unit member's class, is a potential witness in the investigatory process linked to the charges, or has a relationship to the unit member that could be perceived as a conflict of interest, shall disclose such information and recuse themselves from any vote affecting suspension or dismissal.
- 8. Notice to Unit Member of Intent to Dismiss



- a. The dismissal notice shall be in writing and given to the unit member in person whenever possible and the unit member's signature obtained to indicate receipt. In the absence of personal service, the notice shall be sent by registered mail to the last known address on file.
- b. The written statement shall contain a description of the events which necessitate dismissal, a statement of the charges, notification that the unit member may review and be provided with the materials leading to the dismissal, and the right of the unit member to meet (in person or virtually) with the Administrative Director or designee and/or respond in writing within five (5) working days to the charges.
 - The Administrative Director or designee will evaluate the proposed discipline in light of the unit member's response, if any.
 - ii. Within five (5) working days of the unit member's response, or deadline for response, a decision will be transmitted in writing to the unit member.
 - 1. Service of the decision will be in person or by registered mail.
- Except in cases where Unsatisfactory Performance is charged, a notice of dismissal may be given at any time during the calendar year.

D. Dismissal Specific Circumstances

- 1. Dismissal for Solely Egregious Misconduct
 - a. If the unit member is dismissed for immoral conduct and is convicted of a felony or crime involving moral turpitude, Linscott must transmit to the Commission on Teacher Credentialing or County Office of Education, a copy of the transcript of the Arbitration and a request that the unit members credential be revoked if it's not reinstated after an appeal.
 - b. Evidence of Egregious Misconduct may be introduced at the hearing, no matter how long ago it occurred.
- 2. Dismissal for Unsatisfactory Performance
 - a. A 90-day written notice shall be issued to a unit member prior to beginning dismissal procedures for Unsatisfactory Performance.
 - i. The notice must describe specific instances of behavior sufficient to enable the unit member to correct faults and overcome the grounds for the charge within 90 calendar days. This notice must include a performance evaluation, if applicable.
 - ii. If remediation through the Peer Assistance and Review process has been demonstrated at the end of 90 calendar days, based

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- on observable and measurable outcomes, there is no longer any grounds for dismissal.
- iii. In cases alleging only Unsatisfactory Performance, the dismissal notice must be given during the instructional year of the school site where the unit member is physically employed.
- 3. Dismissal for Unprofessional Conduct
 - a. A 45-day written notice shall be issued to a unit member prior to beginning dismissal procedures for Unprofessional Conduct.
 - The Notice must describe specific instances of behavior sufficient to enable the unit member to correct faults and overcome the grounds for the alleged Unprofessional Conduct within 45 calendar days. The notice must include a performance evaluation if applicable.
 - ii. If remediation has been demonstrated, based on observable and measurable outcomes, there is no longer any grounds for dismissal on the basis of Unprofessional Conduct.

E. Suspension

- 1. Suspension Without Pay
 - a. Immediate suspension without pay is permissible for Probationary and Permanent unit members based on written charges of immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignment without reasonable cause.
 - b. Suspension without pay is permissible for Temporary unit members, for the same reasons as Probationary and Permanent unit members, after the temporary unit member has served 75% of the school days in a regular school year.
 - Suspension of a Temporary unit member is not subject to the grievance process.
 - c. Notice to Unit Member of Intent to Suspend
 - i. The suspension notice shall be in writing and given to the unit member in person whenever possible and the unit member's signature obtained to indicate receipt. In the absence of personal service, the notice shall be sent by registered mail to the last known address on file.
 - If the suspension is immediate, the notice may be verbal, or through email, with a written notice sent to the address of record within 48 hours.



- ii. The written statement shall contain a description of the events which necessitate suspension, a statement of the charges, notification that the unit member may review and be provided with the materials leading to the suspension, and the right of the unit member to meet (in person or virtually) with the Administrative Director or designee and/or respond in writing within five (5) working days to the charges.
 - The Administrative Director or designee will evaluate the proposed discipline in light of the unit member's response, if any.
 - 2. Within five (5) working days of the unit member's response, or deadline for response, a decision will be transmitted in writing to the unit member.
- 2. There is no right to grieve a suspension where the only charge is Egregious Misconduct.

F. Leaves of Absence

- 1. Mandatory Leave of Absence
 - a. Linscott will place a unit member on immediate, mandatory leave of absence whenever they have been criminally charged with any of the offenses in CA Ed Code section 44010, attempted murder, aiding or abetting the unlawful sale, or use or exchange to minor of Schedule I, II, or III controlled substances. The leave will be in effect until not more than 10 working days after entry of judgment in the criminal case.
 - No later than 10 business days after receiving a copy of a criminal complaint for a mandatory leave offense, Linscott shall send a copy to the Commission on Teacher Credentialing (CTC).
 - c. The unit member is not entitled to any due process prior to being placed on this leave.
 - d. If the unit member is acquitted, or the charges are dropped, Linscott shall pay to the employee their full compensation for the period of the mandatory leave of absence, and reinstate them.

2. Optional Leave of Absence

- a. Linscott may, but is not required to, place a unit member on a leave of absence whenever the unit member is charged criminally with a controlled substance offense, with the exception of marijuana, mescaline, peyote, and tetrahydrocannabinols.
 - Prior to placing the unit member on leave, Linscott shall consider how the charges or behavior affect fitness for duty.

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- ii. Linscott is not required to send CTC a copy of an optional offense criminal complaint.
- iii. If the unit member is acquitted, or the charges are dropped, Linscott shall pay to the employee their full compensation for the period of the mandatory leave of absence, and reinstate them if they were on an unpaid leave.
- b. Linscott may, but is not required to, place a unit member on a paid administrative leave of absence while investigating an allegation.
- Linscott may initiate dismissal at any time the employee is on a leave of absence.
 - a. In the case of criminal charges, Linscott may extend such leave if the employee is given notice within 10 days of the entry of judgment of the criminal proceedings that Linscott is seeking dismissal.

G. Federation Right to Grieve Suspension and Dismissal

- 1. Probationary and Permanent unit members, have the right to file a grievance in the procedure set forth in Article XVIII (Grievance) of this Agreement upon notice of the following:
 - a. Suspension without pay
 - i. Unit members who are charged with Solely Egregious Misconduct and have been criminally charged with any of the offenses in CA Ed Code section 44010, attempted murder, aiding or abetting the unlawful sale, or use or exchange to minor of Schedule I, II, or III controlled substances, do not have the right to grieve suspension.
 - ii. While the grievance determination is pending, Linscott retains the authority to determine where to physically place or assign the unit member.
 - iii. When suspension without pay is coupled with related dismissal charges, both the suspension and dismissal shall be grieved together, as long as the grievance timeline allows, to expedite the process and consolidate resources.
 - b. Dismissal charges based on just cause.
 - i. Temporary unit members do not have a right to grieve suspension or dismissal.

2. Evidence

- Testimony or evidence concerning students presented in Arbitration must consider student privacy, and such determinations shall made by the Arbitrator.
- b. Four Year Limit on Evidence



 Generally, testimony or evidence may not be used against a unit member that is related to matters occurring more than four years before the date of the notice of suspension or intent to dismiss.

1. Exceptions include:

- Records that are regularly kept for all unit members with the general exception of evaluations.
- b. With allegations of sex offenses and child neglect, abuse and endangerment, behavior or communication of a sexual nature with a student that doesn't amount to a criminal offense in any disciplinary proceeding based on similar conduct if the prior allegations were substantiated through an investigation or proceeding, or for which the unit member was subject to discipline or a penalty.
- c. In the case of Solely Egregious Misconduct.

3. Costs for Arbitration

- a. If an Arbitrator determines a unit member's suspension or dismissal should be upheld, Linscott and PVFT shall equally share the expenses of the Arbitration hearing excluding their own attorney's fees and other non-mandatory costs each party has incurred.
- b. If an Arbitrator determines a unit member should not be suspended, or should not be dismissed, Linscott shall pay all expenses of the hearing including the cost of reasonable attorney's fees incurred by PVFT in representing their unit member, even if some lesser disciplinary action is imposed.

H. Resignation

- Linscott shall accept the resignation of any employee effective June 30th of the school year during which the resignation has been received by the SMT.
- In the event the resignation of a Probationary or Permanent employee is submitted to become effective prior to the end of the school year (June 30), Linscott retains the right to review the reasons for the resignation and determine whether and when to release the employee.
 - a. If an employee is not released from their position by Linscott prior to the end of the regular school year, the member shall fulfill their contract year.

- b. If the unit member abandons their job prior to receiving approval, Linscott may notify the California Commission on Teacher Credentialing of such abandonment which may result in the temporary suspension of the unit member's credential.
- 3. When a unit member, who, at the time of their resignation, was classified as Permanent, is reemployed within 39 months after their last day of paid service, the SMT shall, disregarding the break in service, classify them as, and restore to them all of the rights, benefits and burdens of, a Permanent employee, except for original seniority date.

I. Medical Separation

1. When a unit member has exhausted all available sick leave, and continues to be absent on account of illness or accident for a period beyond the 100 days of Extended Sick Leave, and they are not medically able to resume the duties of their position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24 or 39-month period, the unit member shall be returned to employment in a position for which they are credentialed and qualified when one becomes available. The 24-month or 39-month period shall commence at the expiration of the 100 days of Extended Sick Leave.

FOR LINSCOTT: 6/12/24	FOR PVFT: 6/12/2
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ARTICLE XV. LEAVES

A. Leaves authorized in this Article do not constitute a break in service for purposes of seniority, unless otherwise required by law.

B. Sick Leave

- 1. Full-Time unit members shall be entitled to sick leave with full pay at the rate of one (1) day for each school month of contracted employment, according to the following schedule:
 - a. Basic Work Year (188): 10 days leave. 193 to 215 work days: 11 days leave. 216 work days or more: 12 days leave.
- Sick leave shall be prorated on the basis of one (1) day per school month (or twenty [20] days of service), which is calculated by multiplying the number of days pursuant to B.,1. times the unit member's FTE.
- Unused sick leave days shall be cumulative without limit. The full year's credit
 of current sick leave shall be available on the first day of contracted service,
 with accumulated sick leave added to it.
- 4. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code 44979.
- Within twenty (20) working days of the first service in any school year, Linscott shall provide each unit member with a written statement of accumulated sick leave and the current year's sick leave credit.
- Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit, in accordance with the State Teachers Retirement System regulation.
- 7. When a teacher is absent due to illness for more than three (3) consecutive days, they shall inform the site administrator/immediate supervisor of the reason(s) for the absence no later than the end of school on the third consecutive day. If the administrator questions the validity of the absence, they may require a physician's verification for additional absence.
- 8. Extended Sick Leave: When a unit member is absent from their duties due to illness or injury whether or not the absence arises out of or in the course of the employment, beginning the first day after current annual sick leave and all sick leave accrual has been used, the amount deducted from the salary due them shall not exceed the amount paid a substitute unit member, employed to fill their position. If no substitute is employed, and all sick leave accrual has been used, the amount which would have been paid a substitute shall be deducted from the salary due them. Provided further, that in no case shall more than fifty percent (50%) of unit member's salary be deducted. The unit member may access Extended Sick Leave for 100 working days following the exhaustion of sick leave. Pay during this time may be referred to as "differential" pay. Although regular sick leave shall normally be exhausted prior to accessing extended sick leave, in the case of pregnancy and/or



parental leave, a unit member may opt to keep up to five days of sick leave on the books instead of exhausting all sick leave.

- 9. Sick leave may be taken in the following increments: full day, half day, or quarter day (in the limited circumstances provided in this paragraph).
 - a. A bargaining unit member, who is absent for more than three and one-half (3 1/2) hours, not including lunchtime, uses one (1) full day of sick leave.
 - b. A bargaining unit member, who is absent for more than one and three-quarters (1 3/4) hours but not more than three and one-half (3 1/2) hours, not including lunchtime, uses one-half (1/2) day of sick leave.
 - c. Sick leave may be used in a one-quarter (1/4) day increments if a bargaining unit member is absent for a period not to exceed one and three-quarters (1 3/4) hours and a substitute (defined here as a unit member who is not a Temporary, Probationary or Permanent unit member) is not needed to cover for the absent teacher.
 - i. If a teacher is absent for a quarter day or less and another unit member is available to cover their classroom duties, the unit member who covers shall be paid the substitute rate (Class III, Step 12 of the Teacher Salary Schedule), and the absent teacher shall use only a quarter day of sick leave.
- 10. When taking a full day of sick leave, a bargaining unit member who is working more than one Full-Time Equivalent assignment shall be deducted only one full sick day.
- 11. Sick leave shall be honored when an illness occurs during a leave without pay under the following circumstances:
 - a. It is known in advance of the beginning of the leave without pay that a temporary disability, e.g., pregnancy-related or elective surgery, will occur during the leave and;
 - A physician has verified in writing, in advance of the leave without pay,
 that a temporary disability will occur during the leave and;
 - c. It is beneficial both to the unit member and Linscott to begin a leave without pay at a specific time, e.g., the beginning of a semester, quarter, break period or grading period.

C. Personal Necessity Leave

 A bargaining unit member may use a maximum of ten (10) days of accumulated sick leave in any school year covered by this agreement for personal necessity for reasons of compelling personal need. Personal Necessity Leave shall not be used for vacation or to extend a holiday. No reason for the Personal Necessity Leave shall be required.



D. Pregnancy Disability Leave

- 1. Sick leave (including Extended Sick Leave in paragraph 8 of Sick Leave) may be used for the period of temporary disability resulting from pregnancy and childbirth, as follows:
 - a. The unit member and the unit member's health care provider shall determine the length of temporary disability.
 - b. The unit member shall provide Linscott with a letter signed by the unit member and the unit member's health care provider that shall certify the length, including the beginning and ending dates, of the temporary disability.
 - c. If additional leave for pregnancy disability is needed after all of accumulated sick leave and Extended Sick Leave (see Section A.8.) is exhausted, the unit member may request an additional twelve (12) weeks of leave without pay under the Family and Medical Leave Act (FMLA). During this additional twelve (12) weeks of unpaid leave, the unit member shall be provided health and welfare benefits as provided to the unit members on duty.
 - d. The unit member shall notify Linscott of her intent to use Pregnancy Disability Leave days no later than thirty (30) days prior to the expected date of delivery, provided however that early delivery or other unforeseen circumstances shall not be a basis for the denial of the benefit.
 - e. When the unit member is no longer disabled by pregnancy or childbirth, upon the unit member request and subject to eligibility, additional leave maybe granted under Parental Leave (Section E.) and/or Child Care Leave (Section R) in this Article.

E. Parental Leave

- 1. The intent of this section is to implement the provisions of Education Code section 44977.5 and the "child bonding" provisions of the CFRA.
- 2. An eligible unit member may take up to twelve (12) work weeks of leave for the birth of a child of the unit member or for the placement of a child with the unit member in connection with adoption or foster care.
- 3. Parental Leave must be taken within twelve (12) months of the birth, adoption, or fostering of the child.
- 4. A unit member may use their accumulated sick leave for purposes of Parental Leave. Once all accumulated sick leave is exhausted, the unit member will receive differential pay for the remaining portion of the Parental Leave for which the unit member is eligible, if any.
- A unit member shall not be provided more than one 12-week period for Parental Leave during any 12-month period.

6. If parents are both unit members of Linscott, each unit member is entitled to one twelve (12) week period, if all other eligibility requirements are met.

- 7. Parental Leave taken pursuant to this section shall run concurrently with Parental Leave taken pursuant to the CFRA. The aggregate amount of Parental Leave taken pursuant to this section and the CFRA shall not exceed 12 work weeks in a 12-month period.
- 8. Notwithstanding subdivision (a) of Section 12945.2 of the CFRA, a full-time teacher is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take Parental Leave pursuant to this section. A unit member is eligible for Parental Leave after their one-vear anniversary of their Date of Hire.
- Parental Leave shall be taken in a minimum of two-week increments, except that on two occasions leave may be taken in increments of less than two weeks.
- 10. After exhaustion of Parental Leave, the unit member may request additional unpaid leave pursuant to Section R of this Article.
- 11. The birthing and non-birthing parent shall be allowed one day of absence with full pay for childbirth purposes, and such leave shall not be deducted from sick leave.
- 12. A father and/or mother shall be allowed one day of absence for adoption purposes with full pay, and such leave shall not be deducted from sick leave.
- 13. During Parental Leave, the unit member(s) shall be provided health and welfare benefits as provided to unit members not on leave.

F. Bereavement Leave

- Up to five (5) days of leave shall be granted upon request in the event of the death of the spouse/significant other (as defined in Article II General Definitions) of a unit member. Linscott requires an email to be sent which identifies the significant other. Questions should be directed to the Principal.
- 2. In the event of the death of a member of the immediate family as defined in Article II General Definitions Bereavement Leave shall be as follows:
 - a. Within a 250-mile radius from Linscott Office, three (3) days shall be granted;
 - b. For a 250-mile radius or beyond from Linscott Office, two (2) additional days shall be granted.
- 3. No deduction shall be made in salary or from sick leave credits in granting leaves under this provision.
- Additional days of Bereavement Leave, beyond the provisions of this section, may be obtained under the Personal Necessity Leave section. In cases where there is no accumulated sick leave available, Linscott shall grant one (1) additional day.



G. Military Leave

- 1. Every unit member who enters the military of the United States or the State of California is entitled to a Military Leave. Such absence does not affect classification and does not constitute a "break in service". However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent unit member.
- 2. Within six (6) months after a unit member leaves the service, they are entitled to their former position at a salary they would have received had they not been on Military Leave.
- 3. Any unit member who is on temporary military leave of absence, and who has been a unit member for a period of not less than one year immediately prior to the day absence begins, shall be entitled to salary for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year.

H. School Business & Educational Conferences

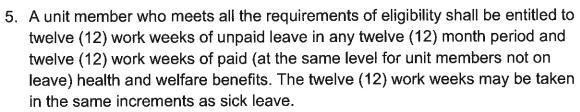
 With prior Linscott approval, absences on school days may be permitted for school business and/or educational conference trips which directly relate to the unit member's duties and responsibilities, and no deduction shall be made in salary or sick leave.

I. Jury Duty or Court Appearance

 A teacher who is summoned for jury duty or subpoenaed to appear in court as a witness shall be excused for that purpose without loss of pay. The teacher shall remit to Linscott any jury or witness fee, excluding mileage received. The teacher must submit the excusal notice from jury duty to the Linscott office upon return.

J. Family Care and Medical Leave

- 1. Unit members may be granted Family Care and Medical Leave pursuant to the federal Family and Medical Leave Act ("FMLA") or Government Section 12945.2 ("CFRA") under the following terms and conditions:
- 2. A unit member shall have been employed for a minimum of twelve (12) months and at least twenty- five (25) hours a week during this period to be eligible for leave under this section.
- 3. This leave may be granted for the serious health condition of a unit member or the unit member's child, spouse or parent.
- 4. "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or continuing supervision of a health care provider.



- 6. A unit member may elect or Linscott may require the unit member to use, for leave under this section, any accrued sick leave, compensatory time or any other paid or unpaid negotiated time for the serious health condition of the unit member.
- 7. A unit member and Linscott must mutually agree for a unit member to use, for leave under this section, any accrued sick leave for the serious health condition of the child, spouse, or parent of the unit member.
- 8. The above provisions are intended to, and shall comply with the provisions of Government Code Section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.

K. Leave for Medical Examinations Required by Linscott

 A teacher may be absent without loss of sick leave for the time necessary to secure any medical examination required by Linscott, except for the initial employment examination. The cost of such examination shall be borne by Linscott. Use of a Linscott-approved form may be required.

L. Quarantine and Acts of Nature

- Unit members absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation.
- Unit members absent due to an evacuation order or loss of living quarters because of a confirmed Act of Nature shall be granted up to five (5) days of Leave.
 - a. This leave shall not be deducted from the unit member's sick leave.

M. Industrial Illness and Accident Leave

- 1. Unit members absent from duty because of injury or illness resulting from industrial accidents which qualify under Workers' Compensation Insurance shall be allowed leave with full salary under the following conditions:
 - a. Allowable leave shall be sixty (60) days during which Linscott is required to be in session or when the unit member would otherwise have performed work for Linscott in one fiscal year for the same accident.
 - b. The sixty (60) days leave shall not be accumulated from year to year.



- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. When a unit member is absent from their duties on account of an industrial accident or illness, and for which they are receiving temporary disability benefits under the Worker's Compensation Laws of California, they shall be entitled to receive wages or salary from Linscott which, when added to the temporary disability benefits, shall result in a payment to the unit member of not more than their full salary.
- e. Industrial accident or illness leave shall be reduced by one (1) day or portion thereof, for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.
- g. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Ed Code Sections 44977, 44978, 44983 and 44984 and, for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, they may elect to take as much as their accumulated sick leave which, when added to their temporary disability indemnity, shall result in a payment to the unit member of not more than their full salary.
- h. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the SMT authorizes travel outside the State.
- i. Any unit member who has exhausted their benefits under this provision may apply to the SMT for additional relief. The SMT shall consider the request, and may grant additional sick leave days to cover any or all of the additional leave time needed.

N. Sabbatical Leave

 Purpose: Sabbatical leave of absence is a privilege accorded to qualified unit members and is a leave of absence not to exceed one (1) year for the purpose of permitting study, travel, retraining, or research by the unit member which will benefit the schools and pupils of Linscott.

2. Qualifications:

a. A unit member who has completed seven (7) years of continuous service in Linscott, who plans to improve their professional competence by study or travel, shall be eligible for consideration for

either a one-semester or a one-year sabbatical leave. Consideration shall include the unit member's standard of service and their intent to meet the other requirements concerning sabbatical leave.

- 3. Sabbatical leaves shall not be accumulated.
- 4. Extent and Distribution: The number of unit members on sabbatical leave shall be at the discretion of the SMT, and shall not exceed two percent (2%) of the total unit members in the unit. The SMT shall determine, no later than January 15th, whether it will grant any sabbatical leaves for the following school year.
- Selection: In the event more applications are received than can be granted, selection shall be made by the SMT on recommendation of the Sabbatical Leave Committee.
- 6. Compliance: Compliance with the requirements stated in this section shall not imply automatic granting of sabbatical leave.
- 7. Qualifying Service: Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days shall not be counted as an interruption of the seven consecutive year period. Leaves of absence with pay shall be included to meet the seventy-five percent (75%) requirement.
- 8. Planned Program: The applicant shall submit a statement of the program that they proposed to follow while on sabbatical leave to the Sabbatical Leave Committee, they may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave.
- 9. Sabbatical Leave for Study: Sabbatical leave for study may include:
 - a. Study in residence at a college or university, at which the leave shall enroll for a minimum of twenty-four (24) semester units or equivalent per year which course work shall be planned to achieve some professional goal.
 - b. Study on a special project or research problem which may be submitted for the unit requirement for the in-residence study, if approved in advance by the unit member's principal and the SMT. Such special project shall be of a quality comparable to a thesis in scope and in depth.
- 10. Sabbatical Leave for Travel-Study: Unit members on sabbatical leave for travel-study should remain in travel status four (4) months of each semester of leave granted. The program the unit member intends to follow while on leave should include a proposed itinerary and a statement concerning the proposed objectives of the travel-study and a description of the tangible means by which the travel-study shall be used to benefit pupils of Linscott.
- 11. Sabbatical Leave for Research: The term "research" shall mean to work on a Linscott-approved research project. If the research is conducted at an



- accredited college or university, any units earned shall apply for advancement on the salary schedule.
- 12. Application for Sabbatical Leave: A letter of intention to make application for sabbatical leave shall be submitted to the unit member's principal prior to January 15th of the year preceding the school year for which the leave is desired. Receipt of the request shall be acknowledged by the principal. On or before February 1st, the unit member shall submit for evaluation by the Sabbatical Leave Committee a complete application for sabbatical leave.
- 13. Denial of Leave: If the Sabbatical Leave Committee recommends denial and/or the SMT denies a leave, the applicant shall receive a written notification of the reasons for the denial.
- 14. Compensation While on Sabbatical Leave:
 - a. While on sabbatical leave, the unit member shall receive fifty percent (50%) of the salary they would have received had they been in full-time service in Linscott. Regular full-time unit member health & welfare benefits shall remain in full force during the leave.
 - b. The salary may be paid in the same manner as if the unit member were teaching in Linscott or in an alternative manner mutually agreed to by the unit member and the principal upon furnishing by the unit member of a suitable bond indemnifying Linscott against loss in the event the unit member fails to render service in Linscott twice the length of the sabbatical leave. The bond shall cover the first month of the leave, and continue throughout the last school month of the period of time which is twice the length of the sabbatical after return from leave.
 - c. In no case shall the amount received from sabbatical leave pay and remuneration from grants or stipends related to the sabbatical exceed the regular salary of the unit member. Should the amount of remuneration from grants or stipends be sufficient to cause the unit member's regular salary to be exceeded, the sabbatical leave pay shall be reduced by an amount sufficient to reduce the total anticipated salary to the amount the unit member would have received had they not taken the leave.
 - d. Upon return from sabbatical leave, the Principal may request a statement of income from grants or stipends received during the term of the leave.
- 15. Effect of Sabbatical Leave on Salary Increments and Retirement: Sabbatical leave shall be considered as a time in service in Linscott salary schedule purposes. Retirement deductions shall be made in ratio to the salary received. A unit member shall have additional STRS unit member deductions if they so request.
- 16. Return to Service:



- a. The unit member who is granted sabbatical leave shall agree to return to service at Linscott for the equivalent of twice the time length of the sabbatical leave.
- b. Reinstatement: Unless they otherwise agree, the unit member shall be reinstated in the same position held by them at the time of granting of the leave. If the position no longer exists, the unit member shall be placed in an equivalent position which best utilizes the training and preparation obtained through the sabbatical leave, in accordance with the Reassignment and Transfer Article of this Agreement.
- 17. Reports of Completion: Upon completion of the leave, and within sixty (60) work days of the unit member's return to duty, they shall submit one of the following to the Principal for approval:
 - a. Official transcripts showing in-resident study
 - b. A written report of study on a special problem or research project, and, upon request of the SMT, an oral report.
 - c. A written report setting forth the result of the travel study taken, and tangible evidence of how this information will be used for the benefit of students and, upon request, an oral report to the SMT.
- 18. Reports to the Community: A unit member, upon returning from sabbatical leave, shall be encouraged to report to groups in the community, if and when appropriate, their experience. The report may be an article suitable for publication.
- 19. Compliance with Sabbatical Leave Agreement: Should it be determined by the SMT that the conditions of the sabbatical leave were not fulfilled, the SMT may take action to recover Linscott expenditures.
- 20. Illness, Injury, or Death: In case of injury to or illness of the unit member during a sabbatical leave which prevents their completing the purposes of the leave, the sabbatical shall be terminated and all provisions for sick leave shall apply. If death prevents the unit member from fulfilling their agreement to return to service in Linscott, no repayment of salary shall be required from their estate.
- 21. Other Reasons for Termination:
 - a. If a unit member desires to terminate their sabbatical for reasons other than those stated in paragraph 9 above, the unit member shall submit in writing to the Principal a detailed explanation of the reasons. The SMT shall consider the request in a timely manner upon recommendation of the Principal.
 - b. A teacher who returns to service during a semester they had been scheduled to be on sabbatical leave shall be given an interim assignment where a vacancy exists.



c. An interim assignment shall end at the close of the semester the sabbatical was originally scheduled to end. The following semester, the teacher shall be assigned in accordance with Item 8, a., above.

22. Sabbatical Leave Committee:

- a. There shall be a committee of six (6) members to be known as the Sabbatical Leave Committee. Three (3) members shall be appointed by the Union, and three (3) by the Principal. The duties of the committee shall be to consider the applications for leave, and then recommend for approval by the SMT applications that meet the standards established by the Committee in accordance with this Article.
- b. The principal and the Union shall coordinate the activities of the Sabbatical Leave Committee. A meeting of the Sabbatical Leave Committee shall be called on or before December 1st for the purpose of review of standards.
- c. The Sabbatical Leave Committee shall develop reasonable standards for study, travel, retraining and research in order to qualify for sabbatical leave and shall cause such standards to be published and included on application forms. The committee shall meet as soon as possible after the deadline for filing and consider the applications and establish a written eligibility list for recommendation to the SMT, with copies to the Union, by March 1st. In establishing rank on the eligibility list, the committee shall consider, but not be limited to:
 - The potential of the proposed plan for contributing to the quality of education in Linscott and the applicant's professional growth;
 - ii. The applicant's prior contribution to Linscott and potential for leadership; (3) seniority in Linscott;
 - iii. Impact upon secondary school departments; and
 - iv. Such other pertinent factors as established by the committee.
- 23. Notification to County Superintendent: Copies of all approved leave agreements are to be submitted by Linscott to the Office of the County Superintendent of Schools and to the Union.
- 24. Education Code: In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

O. Teacher Exchange Leave

- Linscott and the Union encourage certificated staff participation in the Teacher Exchange Programs that provide for a guest teacher to be placed in a classroom of Linscott.
- 2. The teacher requesting an exchange assignment must have completed their third year of full-time service in Linscott.

- 3. The teacher making a request for an exchange program leave must first obtain written approval from the principal.
- 4. Interested teachers must file a letter of request for leave with the Principal to participate in an exchange teacher program no later than January 1st prior to the year of the leave.
- 5. Preliminary approval for Teachers' Exchange Program leave must be obtained from the SMT prior to making application to the Exchange Agency.
- 6. The length of leave shall not exceed one year.
- 7. All expenses connected with arranging for an exchange assignment shall be borne by Linscott teacher and/or the guest teacher. For example, the teachers are responsible for the cost of transportation.
- 8. Each teacher involved in the exchange shall be paid their regular salary by their home school system. The guest teacher shall not be provided with Linscott-paid health and welfare benefits.
- 9. In the event the exchange leave of Linscott teacher would be terminated by an illness or for other reasons, the teacher must immediately return to Linscott in order to remain on paid status. Upon return, the teacher will be placed on unassigned status and given an appropriate assignment as soon as health and/or other conditions permit, for the remainder of the term of the exchange. The teacher would then be reassigned to their prior position when the exchange teacher leaves, provided that position exists for the following year.
- 10. No teacher will be released for an exchange assignment prior to the last day of their regular contracted service unless specifically approved by the SMT. The reason for early release must be a condition that cannot be resolved in any other manner.
- 11. The visiting teacher shall be given current annual sick leave, as awarded other unit members of Linscott.
- 12. Procedures and regulations of the Exchange Agency shall govern all matters not covered above.
- 13. Teaching assignments that do not include an exchange arrangement may be applied for under Personal and Professional Leaves Without Pay.

P. Professional or Personal Leaves Without Pay

1. Professional Leaves:

a. Purpose: Professional Leaves Without Pay may be approved by the SMT upon the recommendation of the Principal for study in a full-time, accredited program; completion of credential requirements in a fulltime program; for research, teaching or lecturing under a nationally recognized fellowship or foundation or for cooperative work in an institution of higher education. The SMT may grant full or part-time leaves when necessary, in meeting Linscott staffing needs, as in the



case of a full-time permanent unit member transferring to a part-time position to meet a Linscott need. In such cases the eligibility, application deadline, and notification of return requirements shall not apply. The SMT may consider other reasons or circumstances, in consideration of Linscott needs.

b. Eligibility: A unit member shall have completed their third (3rd) year of service before beginning a Professional Leave Without Pay. A Professional Leave shall be no more than one (1) year in length, except when, with the principal's recommendation, a Professional Leave may be extended by the SMT for a second year, and shall be limited to one per seven (7) years of continuous service, unless requested for the purpose of clearing a credential, in which case a Professional Leave may be taken once per five (5) years of service.

2. Personal Leaves:

- a. Purpose: Personal Leaves shall be approved by the SMT for all applicants meeting eligibility requirements. Personal Leaves shall be no more than one year in duration.
- b. Eligibility: A unit member shall have completed their seventh (7th) year of service before beginning a Personal Leave Without Pay. unit members shall be eligible for Personal Leaves no more than once per seven (7) years of continuous service.

3. Family Emergency/Medical Leave:

- a. Purpose: Family Emergency/Medical Leaves may be granted by the SMT for illness or convalescence, or a family emergency or severe need in the immediate family that demands the unit member's presence. The SMT may consider other reasons or circumstances.
- b. Eligibility: Any unit member may be granted a Family Emergency/Medical Leave. Such leaves may be granted for the remainder of a school year and up to one additional school year. For the purpose of eligibility for personal or professional leave, such a leave shall not constitute a break in service.

4. Short-term Leave Without Pay:

a. The Principal or their designee may grant leaves of absence without pay for a period up to thirty (30) calendar days.

5. Sick Days in Leave Without Pay:

a. Sick leave shall not be honored when an illness or injury occurs during the leave without pay, except for medical leaves and maternity leaves or elective surgery described under the Maternity Leave provision.

6. Part Time Leave:

a. Unit members may apply for a part time leave pursuant to the Part-Time Certificated Assignment and Divided Contracts Article of this Agreement.



7. Request for Leave:

- a. Requests for such leave without pay shall be filed with the Principal.
- b. Requests for leave for the first semester or for a school year shall be filed no later than March 1st of the previous school year.
- c. Requests for leave for the second semester shall be filed no later than November 1st of the same school year.
- d. All other requests shall be filed far enough in advance of the leave to permit reasonable time for processing.
- e. Receipt of the request shall be promptly acknowledged by Linscott.
- f. The unit member shall submit a written request outlining the purpose of the leave, including a statement of intention to return.
- g. The March 1st and November 1st deadlines may be waived in extreme circumstances, if the Principal determines that a timely request was beyond the control of the applicant.

8. Extent and Distribution:

a. Each request for leave of absence shall be evaluated on its own merit. One criterion may be the length of time which has elapsed since the completion of any previous leave without pay.

9. Notice of Return:

a. Upon application for a Leave of Absence Without Pay, the applicant shall be asked to sign a document indicating the intention to return to employment at Linscott at the end of the leave period. Applicants shall be required to notify Linscott in writing of their intent to return by March 1st, or, in the case of a first semester leave, by January 1st. Linscott shall make reasonable efforts to inform the unit member of the notification obligations. unit member failure to notify shall be considered an abandonment of the position.

10. Rights and Benefits:

- a. There shall be no financial or health and welfare benefit compensation during leaves of absence without pay, but other rights and benefits, such as tenure, sick leave accrual, salary placement and retirement benefits which were accumulated during prior service in Linscott, shall be retained.
- b. The unit member may continue any health and welfare benefits at their own expense, subject to approval of the carrier(s). Arrangements shall be made by the unit member through the Principal.
- c. A unit member returning from a leave without pay shall return to their former position unless that position has been eliminated. In the case of an eliminated position, the unit member shall be placed in a position for which they are credentialed. Every effort will be made to find a position that aligns with the unit member's previous experience.



- 1. For reasons brought about by circumstances under which the unit member's presence is required by law or is of very serious importance and cannot be scheduled outside of duty hours, the Principal may grant up to five (5) days leave to the unit members at differential pay: the difference between the unit member's per diem and that of the substitute. In cases where no substitute is employed, the amount that would have been paid the substitute shall be deducted from the unit member's per diem.
- 2. Days of leave granted under this provision shall be included in the 30-day maximum leave without pay authorized in Item 4 under Personal or Professional Leaves Without Pay.
- 3. Requests for leaves at differential pay shall be made, in writing, to the Principal at least five (5) working days prior to the commencement of the leave, except in cases of emergencies.

R. Child Care Leave

- A unit member may be granted a leave without pay for the purpose of caring for a child.
- Such leave without pay may be granted for up to the remainder of the school year in which the birth, adoption or legal guardianship occurs, plus up to one additional school year. Additional leave for child care may be granted under Personal or Professional Leaves Without Pay.
- 3. The unit member may continue any health and welfare benefits at their own expense, subject to approval of the carrier(s). Arrangements shall be made by the unit member through the Principal.

S. Union Leave (Release Time)

- According to Union request, Linscott shall grant full or part-time leave to a
 person designated by the Union, in accordance with Ed. Code paragraph
 44987. Linscott shall pay salary benefits they would have received at full time
 employment and the Union shall reimburse Linscott for pro rata portion of the
 contract.
- 2. Linscott shall grant to the Union (as determined by the Union President) an additional twenty (20) days for the purpose of Union business. Prior notice to the Principal is required.
- 3. All costs of substitutes shall be borne by the Union.

T. Catastrophic Illness

 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member or a member of their immediate family for an extended period of time, requires the unit member to take time off from work

for an extended period of time, and taking extended time off work creates a financial hardship for the unit member.

- 2. Eligibility Requirements:
 - a. Eligible leave credits may be donated for a catastrophic illness or injury if all of the following requirements are met:
 - i. The unit member has achieved permanent status or is a third year categorical (or non-permanent) unit member.
 - ii. The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests, in writing, a need to use this leave and provides verification of catastrophic injury or illness as required by Linscott. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the applicant is unable to make a written application, a family member or unit member's designee may submit the documents to Linscott.
 - iii. Linscott determines that the unit member is unable to work due to the unit member's or family member's catastrophic illness or injury.
 - iv. The unit member has exhausted all of their paid sick leave credits, including all entitlement to differential pay.
- 3. Procedures for Donating Sick Leave Credits to the Catastrophic Sick Leave Bank (CSLB):
 - a. Unit members may donate sick leave credits provided that they have a sufficient number of accumulated sick leave to retain at least twelve (12) sick leave days in their account.
 - b. All transfer of sick leave credit to the program is irrevocable.
 - c. Participation is voluntary, however to be eligible to withdraw from the bank, a unit member must have made a contribution to the bank. The rate of contribution by each participating unit member for each school year shall be no less than one (1) day of sick leave nor more than ten (10) days.
 - d. Donations shall be authorized in writing yearly by the unit member.
 - e. Unit member may only donate sick leave days to the bank between July 1st, through September 30th.
 - f. Unit members returning from extended leave will be permitted to donate within thirty (30) calendar days of their return.
 - g. Linscott's Office shall maintain the CSLB credits on file. Credits donated and distributed shall be filed on Linscott forms and shall be authorized by the Principal or their designee and the unit member's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the unit member.



- h. Days in the CSLB shall accumulate from year to year.
- i. Potential donors who were employed in a Certificated position covered by STRS prior to July 1, 1980, are advised to consider the retirement implications of donating their unused sick leave credit for the CSLB.
- 4. Procedures for Requesting Catastrophic Leave:
 - a. A unit member desiring Catastrophic Leave credit shall submit a request in writing to the Principal.
 - b. Unit members may receive sick leave from the bank in increments of up to twenty (20) days. No unit member shall be entitled to withdraw sick leave days from this program which would result in the unit member being absent for more than one work year. A unit member may reapply for additional leave credit to extend a career maximum of one hundred and eighty-eight (188) days.
 - c. The CSLB shall be administered by a committee comprised of one (1) Linscott representative, and one (1) PVFT representative, and if desired by the Parties, a mutually agreed upon third party.
 - d. It is the intent of this provision that sick leave credits would be used on consecutive days; however, the Catastrophic Leave Committee can grant on a case-by-case basis use of credits for intermittent or part days.
 - e. Unit members who are in their first year with Linscott and are in need of utilizing the CSLB may appeal their case in writing to the committee.
 - f. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Worker's Compensation benefits.
 - g. Linscott's office shall maintain a file of donations made by unit members. Credits donated and distributed shall be on filed on Linscott forms and shall be authorized by the Principal or their designee, and the unit member's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the unit member.
 - h. Days in the CSLB shall accumulate from year to year.
 - Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Workers' Compensation Benefits or when the unit member is eligible for disability under their retirement system.
- 5. In addition to the provisions in T., 1-4, the principal may grant five (5) additional days and the Site Management Team (SMT) may grant, upon request, additional paid sick leave up to thirty (30) days to a unit member after they have exhausted all paid leave available.
 - This additional leave does not require a donation to the CSLB nor a committee review
 - b. This leave does not come from the CSLB

- U. Leaves and Reimbursement to Serve on Educational Related Commissions
 - 1. Unit members who wish to participate on a local, State or Federal governmental commission or body that is related to public education may apply for and be considered for a leave of absence, paid or unpaid, and may request reimbursement from Linscott for unreimbursed expenses for mileage related to the unit member's participation.

FOR LINSCOTT 6/12/24	FOR PVFT:
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ARTICLE III. RIGHTS AND RESPONSIBILITIES

A. Management Rights

- All of Linscott's rights and functions, including its power and authority to direct, manage, and control the operation of Linscott, shall remain vested with Linscott, except as specifically and expressly abridged by this Agreement.
- 2. Linscott has the right to make responsible rules and regulations pertaining to the employees consistent with this Agreement.
- 3. In the event of an emergency where there is an immediate need to take action and no opportunity to negotiate, Linscott, in consultation with the Union, shall have the right to suspend appropriate portions(s) of this Agreement for the period of time necessary to correct the effects of the emergency. Linscott and the Union shall meet to review the effects of the emergency and if necessary, negotiate over the effects.

B. Shared Decision Making

- 1. The Parties recognize that one of Linscott's goals is to engage in a collaborative governing structure and a shared-decision making process that includes staff. Whenever Linscott anticipates a substantive change in the school program or structure, and when calling together the Charter Renewal Committee, staff_staff_Linscott staff (to include both Certificated and Classified members) shall have a number of representatives at least equal to that of other stakeholders. In cases where a vote is taken, the staff representatives shall also vote. This specifically exempts the day-to-day business items conducted by the Site Management Team and/or Administration.
- 2. Linscott agrees to invite at least one representative of PVFT, preferably a site representative, to participate in hiring committees for Linscott teaching position.
- 3. Linscott agrees to provide PVFT with a draft of new or updated job descriptions that fall within the Unit of Representation for consultation prior to final approval.

C. Right to Affiliation

 All employees shall have the right to become members of PVFT and to participate in the legitimate activities of employee organizations without retaliatory effects.

D. Union Meeting Days

 The second Monday of every month shall be free from any mandatory meetings at Linscott after 3:30 p.m. that require bargaining unit members. This day shall be set aside for PVFT meetings, including General Membership meetings. When the second Monday of the month falls on a holiday, the Tuesday of that week will be reserved for the PVFT meeting for that month.

E. Requests for Information

 Linscott, upon written request and consistent with the law, shall provide the Union with written reports, statistics, records, and other documents prepared and kept in the ordinary course of business that is relevant and necessary for negotiations, representation of members, and the administration of this Agreement.

F. Orientations

- 1. For employees hired for the start of the school year, Linscott shall provide the Union written notice of the date and time of the new unit member orientation at least ten (10) work days prior to the event. For new hires after the beginning of the school year, Linscott shall provide notice of the orientation as soon as possible. The packet of new hire paperwork provided to the new employee will contain a PVFT membership authorization form approved by the Union.
- 2. One site representative of the Union, in addition to those on PVFT release, shall be permitted to make a presentation of up to thirty (30) minutes and present written materials to any employee participating in such orientation. No representative of management shall be present during this time. If onboarding should occur outside of contractual hours, the site representative shall be paid at the hourly per diem rate.

G. Unit Member Information

- 1. Linscott shall provide the Union with a current list for unit member positions containing names, addresses, employee identification number, phone, date of hire, seniority date, classification (temporary, probationary or permanent) credentials and authorizations held, FTE, salary placement, date of birth, personal email if provided, and current assignment of each member of the unit on September 1_{st} and February 1_{st} of each school year in Microsoft Excel or equivalent program.
- 2. In addition, by June 1_{st} of each school year, Linscott shall provide a list of continuing unit members containing names, addresses, employee identification number, phone, date of hire, seniority date, classification (temporary, probationary or permanent), credentials and authorizations held, FTE, salary placement, date of birth, personal email if provided, and current assignment.

Linscott is not required to provide a field of information to PVFT if an
employee does not provide the information to Linscott, or if the information is
otherwise protected by law. The Union shall take reasonable precautions to
maintain the confidential nature of such information.

H. Union Dues List

1. Linscott shall provide the Union, at the same time as the dues payments to PVFT are available (monthly), with a list of employees, including employee identification number, from whom PVFT deductions were made. The information will be provided in Excel or a similar format.

I. Facilities and Union Business

- 1. PVFT communications may be placed in staff mailboxes.
- 2. The Parties shall mutually agree on an appropriate space to place a PVFT communication board in a common staff area.
- 3. Unit members may wear union messages on campus during the regular course of work duties which may include t-shirts, stickers, and buttons.
- 4. Unit members' classrooms may be used for union meetings during the dutyfree lunch and before and after the Basic Workday.
- 5. Authorized representatives of PVFT shall be permitted to transact official Union business on school property at reasonable times not interfering with the educational process or duties of the employee. The representative shall register their campus presence.

J. Personal Freedom

1. With respect to the provisions of this Agreement, neither Linscott nor the Union shall discriminate against any officer or employee of Linscott in violation of the law, on the basis of race, color, creed, age, sex, gender, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, physical appearance or membership or participation in the activities of a recognized employee organization.

K. Contract Updates

1. Within forty-five (45) calendar days after the execution of this contract, Linscott shall incorporate all changes into a final electronic version and submit the draft to PVFT for review. PVFT will respond within fifteen (15) calendar days. Within fifteen (15) calendar days after mutual agreement on a final draft, Linscott shall print or duplicate, without charge, a copy of this Agreement to any Unit Member who requests it, and shall post the contract on Linscott's website where other employee resources are posted.

Discussion Item Information

Title of Item: Brown Act Training Follow-Up

Meeting Date: 10/24/24

Session: Open **Summary:**

This discussion will include key details from the training, clarifications, and next steps for

the Linscott SMT.

Paquete del equipo de administración del sitio de la escuela autónoma Linscott

Información del tema de debate

Título del tema: Seguimiento de la capacitación sobre la Ley Brown

Fecha de la reunión: 24/10/24

Sesión: Abierta Resumen:

Este debate incluirá detalles clave de la capacitación, aclaraciones y próximos pasos para el

SMT de Linscott.