

ARTICLE XII-B

CHARTER SCHOOLS

1.0 Introduction:

a. Limited to Employees of Conversion Charters: The primary purpose of this Article is to mitigate the potentially disruptive effect upon employees assigned to schools which are converting (or considering converting) to independent charter status. Thus, this Article provides certain rights to employees of "conversion" charter schools which are separating (or have separated) from the District by becoming independent charter schools, not affiliated with the District. This Article therefore does not apply to (i) employees of "dependent" or affiliated charter schools remaining within the District, or to (ii) employees of "start-up" charter schools created independently of the District and not converting District property/facilities, even if that school's charter status was subject to District approval. The terms "Conversion Charter School" and/or "Charter School" are used throughout this Article to cover the conversion charters.

b. Employees of Start-up Charters: Employees who are not employed by a Conversion Charter School, but who may wish to become employed by a "start-up" charter school, will not be covered by the provisions of this Article but may retain some rights to District re-employment (i) to the extent that they may qualify for personal leaves of absence under Article XII, Section 17.0, or (ii) to the extent that they may resign with right to reinstate to an opening within 39 months, pursuant to applicable law.

c. Independence of Conversion Charters: Another purpose of this Article is to encourage Conversion Charter Schools to assume proper independent responsibility for their employees, and to ensure that the District is not financially subsidizing charter schools. In this regard, it is important for all to understand that independent Conversion Charter Schools are generally independent of the District, much as are schools of neighboring separate school districts, and that charter schools have their own State income.

2.0 Charter Application Procedures: In addition to whatever procedures the Board of Education may establish in its discretion, the District shall adhere to the following procedures in processing or considering approval of any proposal to convert an existing District school to Charter School status:

a. Presentation and Discussion of Proposed Conversion Charter Schools: District procedures and instructions shall urge that any petitioner, prior to soliciting signatures on a proposed Conversion Charter petition, first present the complete proposed charter to the employees

(including counselors, specialists, nurses, psychologists, etc as well as teachers), and include a written identification of the individuals who are, by virtue of their involvement in developing and initiating the plan, most knowledgeable and able to respond to questions about the plan. Ample time should then be allowed to permit the affected employees and community a reasonable opportunity for review and discussion prior to seeking signatures or voting. In addition, it will be expected that the final charter application submitted for Board of Education approval must be substantially the same as the charter school petition which was used as the basis for obtaining signatures in favor of the charter school.

b. Alternatives to Conversion Charter Status: In the case of charter applicants that are considering Conversion Charter status due to the desire to be exempt from certain State or District rules or policies or from certain parts of the collective bargaining agreement, the District's Charter Schools Office procedures and instructions shall urge that the charter applicants discuss such matters with District staff (at the Charter Schools Office), and also with UTLA, so that they can become fully aware of their options for seeking exemptions or waivers, or obtaining dependent charter status, without undertaking the burdens and responsibilities of Conversion Charter School status.

c. UTLA Participation: Within five days of receipt of a Charter School proposal from a formative Conversion Charter School, the District Charter Schools office shall forward a copy to UTLA. UTLA shall then be granted not less than 30 days in which to submit comments and/or recommendations to the Board of Education concerning the charter application; and

d. Disclosures: District procedures and instructions shall encourage Conversion Charter School applicants, and involved principals and chapter chairs of prospective Charter Schools, (1) to disclose their intentions to UTLA and to the District Charter Schools office at an early stage in their organizational activities, and (2) to comply with Section 3.0 below with respect to full disclosure of the planned terms and conditions of employment to be offered employees of the prospective Charter School.

3.0 Full Disclosure by Charter Schools: Conversion Charter Schools operate independently of the District, and may or may not choose to adopt pay, benefits and other employment practices comparable to those of the District. Conversion Charter Schools (including proposed Charter Schools) therefore will be expected, in fairness to affected employees and all other concerned persons, to disclose clearly and fully the basic terms and conditions of employment to be provided by the Charter School -- and do so prior to asking the employees for any formal commitments of support and/or employment, and also to do so when the Charter School's employees annually decide whether to renew their District leaves of absence (see below) in order to remain employed by the Charter School. In such disclosure, the following terms and conditions of employment should be addressed, in addition to the educational program plans for the Charter School:

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- a. Whether the Charter School intends to request that the District grant leaves of absence to the charter school's employees to facilitate their charter school service and protect their rights of return, as discussed in Sections 5.0 and 6.0 below;
- b. Whether the Charter School intends to request that the District provide, at charter school expense, continued coverage under the District health benefits programs, as described in Section 7.0 below;
- c. The salaries to be paid to the Charter School's employees, and the salary progression system to be observed, if any; also, the pay rates, if any, to be offered for identified extra duty assignments;
- d. Retirement pay arrangements to be provided by the Charter School (i.e., whether the Charter School will participate in STRS, Social Security or other retirement benefit plans);
- e. The Charter School's plans for provision of Workers' Compensation liability insurance coverage;
- f. Any paid absence benefits to be provided by the Charter School, particularly those covering illness, injury, or personal necessity. Specifically, employees should be informed as to whether the Charter School will transfer and honor their accrued illness leave balances from the District just as does any regular school district in California when hiring an employee from another California district -- and should also specifically address whether and how the Charter School will provide for salary protection in extended disability situations;
- g. Provision for other employee absences and leaves of absence from the Charter School, and related pay, if any;
- h. Any assurances or programs, such as liability insurance, to protect employees of the Charter School against personal expense and liability in the event of a claim or lawsuit arising out their performance of Charter School duties;
- i. The hours of work, duties, and annual work schedules (calendars) expected of the Charter School's employees, and any paid non-work days to be provided;
- j. Protections, if any, for current and future job continuity and security within the Charter School;
- k. Employee performance evaluation and discipline (suspensions, terminations) system to be followed at the Charter School;
- l. Class sizes and other assignment ratios to be followed by the Charter School;

m. Summer, winter, intersession or other extended assignment opportunities to be offered at the Charter School, if any, and the pay to be offered employees for such work; and

n. Any other significant terms and conditions of employment to be applied at the Charter School.

4.0 Opt Out Rights: Employees assigned to a location that is being converted to a Charter School, but who do not wish to become employed by the Charter School, may opt out by so requesting in writing to the District Human Resources Division by the later of (i) April 15 of the school year preceding the charter conversion or (ii) within 30 days of Board approval of the Charter School application. Such employees may exercise any transfer rights they may have under the Agreement or will be transferred to a vacancy at a school within the geographic area in which the present school is located, or if no such vacancy exists then to a vacancy in an adjoining area, or if no vacancy exists in an adjoining area then to a vacancy in some other area.

~~5.0 Charter School Leave (Unpaid), in General: Qualified employees (see Article XII, Section 2.0) shall, upon written request and subject to the conditions set forth below, be granted an unpaid leave of absence to work for a Conversion Charter School:~~

~~a. Term of Leave: Each employee who is in permanent or probationary status at the time of taking leave to serve in the Charter School shall be on such leave on a year-to-year basis, to be extended annually upon written request, for up to a maximum of five consecutive school years commencing with the employee's initial assignment at the Charter School. The five-year maximum is not extended or renewed by later moving to a different Charter School; however, if the employee returns to a regular District school and that school itself later obtains conversion charter status, the employee would be eligible for a new charter school leave. Those in provisional or temporary status do not qualify for a Charter School leave of absence. All charter school leaves run from July 1 to June 30 of each applicable year. Annual renewal of such leaves (where permitted), and return to active District service after the leave expires, requires a written notice by the employee to the District's Human Resources Division no later than the two calendar month date preceding the expiration of the current leave, advising the District of the intended continued leave or of the intended return to active District service (see Article XII, Section 8.0). Employees who do not renew such leave (where permitted), and do not give such notice of return to the District, shall be deemed to have resigned their District employment.~~

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~~b. — Return from Leave: Upon expiration of any employee's charter school leave, the employee shall (upon timely notice as provided above) have the right to return to a position in the District, unless the employee's service would have otherwise been terminated. Assignment priority for such returning employees shall be as provided in Article XI, Section 15(h). Employees who do not return to the District immediately upon expiration/non-renewal of a charter school leave shall be deemed to have resigned their District employment. Timely initiation of such renewal or return arrangements is the sole responsibility of the employee, not the District or the Charter School.~~

~~c. — Benefits: Current leave of absence status does not determine eligibility for continued participation in the District's health benefits plans. Continuation of participation in the District's health benefits plans are solely the product of contractual arrangements between the Charter School and the District, as provided in Section 7.0 below.~~

~~6.0 — Compensation and Other Employment Rights While on Charter School Leave: While on approved charter school leave of absence to serve in a Conversion Charter School, employees shall be treated by the District the same as employees who have been granted a personal leave to work for an outside employer (with the exception of health benefits as described in Section 7.0 below and the reporting obligations of Section 9.0 below). Thus, while on leave the employees' pay and other compensation items, and also any other protections such as workers' compensation coverage, liability coverage and indemnity against lawsuits, are solely the responsibility of their Charter School employer, and are not provided, controlled or directed by the District. Conversion Charter Schools, as defined in 1.0 of this Article, are entirely separate employers from the District, operate independently of the District, and may or may not choose to adopt pay practices and other employment protections comparable to those of the District. Conversion Charter Schools do, however, have certain reporting obligations to the District relating to performance problems of Charter School employees on leave from the District (see Section 9.0 below).~~

~~a. — Tenure, Status, Seniority Date: Employees while on charter school leave do not earn, accrue credit toward, or obtain permanent status or award of a District seniority date. The employee's District seniority date (if previously earned) is preserved during the leave.~~

~~b. — Participation in District Supplemental Assignments: Employees on charter school leave retain no rights to participate in District summer/winter/intersession, substitute or other assignments or opportunities available to active District employees — except to the extent that the District generally chooses to permit persons employed elsewhere to participate in such opportunities.~~

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~~c. Paid Leaves or Absences From the Charter School: In no event shall the District be responsible for paid leaves or absences occurring during any employee's employment by a Conversion Charter School. For purposes of illness leave salary protections, the District encourages Charter Schools to treat their employees the same as all other California public school districts and thus permit employees to transfer to the Charter School their accrued illness leave balances from the District and to honor such accruals when needed by the employee. If this is done, the District will, upon the employee's return to District employment, reciprocally permit the employee to transfer back to the District his or her then current full balance of unused illness days, including unused days accrued while employed by the Charter School (up to the total which could have been accrued had the employee remained in District employment). If the Charter School declines to honor accrued illness leave balances, the employees' accrued illness leave balances will not be transferred to the Charter School. The District in those circumstances will preserve the employee's previously accrued District illness balance for restoration upon timely return to the District from charter school leave (unless the balance has been transferred to another qualified agency or used in computation of retirement allowance), but no unused accruals or other entitlements from the charter school are then transferable back to the District. The above rules apply to accruals, utilization, and transfers of vacation rights just as they do to illness leave rights, assuming that the employee's previous District position and his or her Charter School position both involve comparable vacation accruals.~~

75.0 Continued Health Benefits Plan Participation: Generally, all compensation, benefits and working conditions in Conversion Charter Schools are to be established and provided solely by the Charter School and are not the responsibility of the District. Continued participation in the District health benefits plans by employees is determined solely by voluntary contractual arrangements between the Charter School and the District, separate from the charter approval itself, and separate from the leave of absence program. A Conversion Charter School may, on a year-to-year basis commencing with its first year of separation from the District, provide by contract with the District for continued health benefits coverage of the Charter School's employees, at the Charter School's sole expense. The previous five-year limit on such continued coverage arrangements is no longer in effect. Continued benefits coverage does not extend any employee's leave of absence; nor is leave of absence status a pre-condition for continued coverage. For the impact of such continued coverage upon UTLA dues and fees, see Section 8.0 below.

a. Exclusivity: In order to avoid adverse impact upon the demographics of the District's health plans, the participation and coverage of a Charter School's employees by the District health plans shall be exclusive, and applicable to all persons employed by the Charter or at least all certificated staff (whether or not previously employed by the District, and without regard to leave of absence status with the District).

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When a Charter School continues coverage under the District health plans, the eligibility rules, coverages and employee cost-sharing requirements are to be the same as are applicable to employees of the District from time to time.

b. District Charges: The District's charges to the Charter School for such continued health plan coverage shall be equal to the District's cost per employee, including costs relating to (i) premium charges from health care providers, (ii) internal and external administrative costs and fees, plus additional administrative fees to the District to recover the special additional costs of processing charter school employees, (iii) a pro rata share of the District's then-current annual costs of coverage relating to current and future retirees, on the same basis as the District charges categorical accounts for coverage of categorically-funded District employees. All such charges to the Charter School shall be as determined by the District in its reasonable discretion, and reflected in the annual contract between the District and the Charter School.

c. Service Credit Toward Retirement Coverage: As to any Conversion Charter School employee who has received coverage under the District health plans pursuant to contracts between the Charter School and the District -- any years of service (as defined by the District) under such coverage shall count toward the service requirements for the District's retirement health benefits plan. Any years of service for a Charter School not under continuing District health plan coverage do not count toward the service requirements for District retirement health benefits, but do not cause a forfeiture of prior years' service credits which were accumulated during years when the service did count. In order to qualify for the District's post-retirement coverage plan, the employee must either retire (STRS-qualified) from the District or from the Charter School while under continuing coverage of the District plan and meet all other requirements then applicable to District employees.

86.0 Union Relations, Fees and Contractual Obligations: District employees who become employed by a Conversion Charter School and then maintain continuing coverage under the District health benefits plans as described above, shall continue for the duration of such continued coverage to be represented by UTLA as to the benefit levels and terms of such plans, in addition to enforcement with the District of whatever District leave and return rights they may have. Such Charter School employees are required to pay a monthly representation fee to UTLA, in an amount not to exceed that indicated in Article VIII, Section 4.0 et seq., with collection and remission to UTLA to be the responsibility of the Charter School. However, except as just described, none of the District-UTLA union recognition or other contractual obligations are applicable to Charter Schools. Nor are such schools covered by the District-UTLA Agreement unless otherwise arranged by the Charter School or by relations

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established independently between UTLA and the Charter School. In the absence of such established relations, UTLA has no general duty to represent any employees of Charter Schools in their relations with their Charter School employers, and any such representation which UTLA may undertake is voluntary on UTLA's part and in any event is entirely separate and apart from its representation rights and obligations toward the District.

97.0 Performance Problems During Charter School Employment:

As a condition of any employee obtaining a charter school leave of absence to serve in a Conversion Charter School, and as a condition of a Charter School employer accepting the benefit of the services of each employee on leave of absence from the District, the Charter School shall have the duty, on a reasonably prompt basis, to report to the District -- and provide the District with copies of all pertinent documents -- relating to any performance problems, misconduct, complaints, alleged violations of law, unsatisfactory performance reports, negative or below-standard evaluations, terminations, resignations under threat of disciplinary action, suspensions, reprimands, warnings or other corrective or disciplinary actions pertaining to any employee on leave from the District, including all information and documents relating to the resolution or disposition of such matters by the Charter School or by law enforcement authorities, and any related reports to credentialing authorities. By virtue of having accepted a charter school leave of absence, each employee on such leave shall be deemed to have consented to such required disclosure and sharing of information and documents, with the understanding that the District may utilize such information for administrative or statutory proceedings to the same extent (and subject to the same contractual and legal restraints) as if the conduct in question had occurred during active District employment.

408.0 Re-affiliation of a Conversion Charter School With the District: If a Charter School chooses to return to the District either as a regular school or as a dependent or affiliated charter school within the District, continuing employees of the re-affiliating school (including employees hired by the Conversion Charter School while it was independent of the District) shall be permitted to become District employees assigned to the site if they are properly credentialed, have had positive evaluations, and a position exists at the school. Employees not previously employed by the District shall be assigned a seniority date corresponding to their first date of District probationary service, rather than their first date of service at the Charter School. All other employees' seniority status shall be determined pursuant to regular District policies and rules.