

## ARTICLE 31. CHARTER SCHOOLS

### Section 31.1: PROCESS FOR APPROVAL OF CHARTER PETITIONS

In addition to procedures established by the Board of Education, the District agrees to adhere to the following procedures when considering the approval of a proposed charter.

- 31.1.1. The District's charter approval procedures shall solicit signatures on a proposed charter, the petitioner should present the complete charter, including a written indication as to the person(s) who authored the charter, to each potential signatory to the charter petition.
- 31.1.2. The District agrees to amend its charter approval procedures to indicate that person(s) intending to submit a proposed charter to the Board of Education for consideration are encouraged to consult with and seek the support of not only classroom teachers, but also of affected non-classroom bargaining unit members (i.e., counselors, media specialists, nurses, psychologists, etc.) in the development of the proposed charter.
- 31.1.3. Upon receipt of a charter proposal from a group of charter petitioners, the District shall forward a copy of the proposal to the Association.
- 31.1.4. The Association shall be included as a Party to the district review process of the proposed charter and may submit any comments and/or recommendations of the Association when the proposed charter is presented to the Board of Education.
- 31.1.5. The District agrees to amend its charter approval procedures to urge that petitioners who desire to waive all or portions of the collective bargaining agreement discuss their concerns with the Association prior to submission of the proposed charter to the Board of Education.

### Section 31.2: LEAVE AND RETURN RIGHTS

- 31.2.1. Whenever the Board of Education approves a charter proposal, the Parties shall meet to determine a specified period when unit members at the proposed charter school may exercise their right to transfer. If mutual agreement is not reached, the transfer-out period shall extend from ten (10) workdays after the date of Board of Education approval until the date when the charter school is implemented. Unit members may exercise their rights provided under Article 12 of this Agreement.
- 31.2.2. A unit member initially employed by the District who chooses to exercise his/her right to return from a charter school to regular district employment may do so only at the end of the academic year and must notify the Human Resource Services Division no later than March 15. Return rights shall be governed by the transfer provisions delineating post and bid and excess rights provided in Article 12 of this Agreement.
- 31.2.3. A unit member initially employed by the District who is declared in excess at a charter school may return to regular district employment under the procedures governing the placement of excess unit members set forth in Article 12 of this Agreement.
- 31.2.4. A unit member initially employed by the District who is administratively transferred from a charter school shall return to regular district service in accordance with the administrative transfer provisions set forth in Article 12 of this Agreement.

- 31.2.5. Unit members initially employed by the District who are not subject to provisions 31.2.2., 31.2.3., or 31.2.4. above shall have the right to participate in the voluntary transfer process set forth in Article 12 of this Agreement.
- 31.2.6. Upon expiration or termination of a charter, unit members initially employed by the District shall have the right to return to an assignment in the District, unless the unit member has been laid off by the District. Such returning unit members may exercise any transfer rights provided under Article 12 of this Agreement.

**Section 31.3: GENERAL PROVISIONS**

- 31.3.1. Upon return to district service from a charter school, returning unit members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to unit members under this Agreement.
- 31.3.2. All unit members serving in charter schools will retain their original district seniority dates for purposes of determining their eligibility for all other rights and benefits provided under this Agreement.
- 31.3.3. A unit member initially employed by the District who is assigned to a charter school may be considered for summer school/intersession assignments at other school within the District.

**Section 31.4: HEALTH AND WELFARE BENEFITS**

Unit members serving in a charter school shall be eligible to continue their participation in the group health plans provided under Article 9 of this Agreement, provided that:

- 31.4.1. The charter school agrees to continue to purchase group health coverage through the District, and
- 31.4.2. The charter school agrees to adhere to the district group eligibility requirements and other terms and conditions of participation set forth by each carrier and/or by the San Diego County Schools Voluntary Employee Benefits Association (VEBA).