

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
April 20, 2017

ARTICLE XII-B - CHARTER SCHOOLS

~~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.~~

~~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.

~~e. — 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.~~

~~7.0 — 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).~~

~~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.~~

~~8.0 — 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 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.~~

~~9.0 — 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.~~