

ARTICLE 18: CHARTER SCHOOLS

18.100 The purpose of this Article is to coordinate the Charter language with the corresponding provisions of the Collective Bargaining Agreement between the California School Employees Association (CSEA) Chapter #67 and the Orange Unified School District (OUSD).

18.200 Employer

The Orange Unified School District shall be the exclusive public school employer of the employees of the Charter School. The Charter School recognizes CSEA Chapter #67 as the exclusive representative of classified bargaining unit employees of OUSD and the Charter School pursuant to the EERA.

18.300 Retirement System

The Charter School shall continue to participate in the Public Employee's Retirement System (PERS), and federal Social Security.

18.400 Collective Bargaining Agreement

The terms and conditions of employment negotiated for OUSD employees and contained in the OUSD/CSEA Agreement shall apply to the Charter School in entirety except where the subject is covered by a provision of this Article or subsequently modified by the process set forth below. Any proposed exception or addition to the OUSD/CSEA Agreement shall require the approval of no less than 75% of the Charter School classified bargaining unit staff, a majority of the Charter Board, and the CSEA Chapter 67 Executive Board.

18.500 Collective Bargaining

CSEA shall consider the special needs of the Charter School during negotiations with OUSD and shall communicate with the school's administration and staff as necessary. The Charter School administration shall respect the exclusive representative status of CSEA and shall serve timely notice to CSEA leadership and/or representatives in regard to any changes contemplated to the status quo and other matters affecting CSEA interests and responsibilities.

18.600 Right to Remain at the Charter School

All current unit members have the right to retain their positions at the Charter School upon the establishment of the Charter School, subject only to the relevant provisions of the OUSD/CSEA Agreement.

18.700 Return to OUSD

Unit members wishing to leave the Charter School may request a transfer pursuant to the OUSD/CSEA Agreement, Section 10.200 except that seniority shall not be a factor in determining qualifications.

18.800 Compensation, Health and Welfare Benefits

The provisions of the OUSD/CSEA Agreement, Article 12 shall govern compensation and health and welfare benefits except as modified through the process set forth below. Sick leave benefits accumulated with OUSD shall be fully transferred and recognized by the Charter School.

18.900 **Vacations**

Vacations shall be governed by the provisions of the OUSD/CSEA Agreement, Article 8. Vacation credits accrued with OUSD shall be transferred to the Charter School.

18.1000 **Seniority**

Overall OUSD seniority and seniority within classification shall be transferred to the Charter School for all applicable purposes pursuant to the OUSD/CSEA Agreement. Charter School employees returning to OUSD shall transfer all seniority accrued both in OUSD as well as at the Charter School.

18.1100 **Vacancies**

Posting procedures shall be set forth in the OUSD/CSEA Agreement, Article 10.500, except that internal posting shall be restricted to the Charter School.

18.1200 **Administrative Transfers**

The administrative transfer provisions set forth in the OUSD/CSEA Agreement shall not apply to the Charter School. The Charter School shall not be required to accept administrative transfers from OUSD, nor shall it effect administrative transfers to OUSD. The aforementioned clause shall not apply to bargaining unit positions which are assigned to the care of an individual special needs students should the child no longer attend the Charter School nor shall it apply to bargaining unit positions which are assigned to the care of an individual special needs classroom should it become necessary to move the class to another OUSD site.

18.1300 **Layoff**

In the event that a layoff becomes necessary at the Charter School, the procedure outlined in the OUSD/CSEA Agreement, Article 14 shall be followed internally. Seniority will consist of seniority credit earned at the Charter School and any seniority within classification accrued while employed by the District. Laid off employees from the Charter School shall have bumping rights into District positions dependent on their seniority in the District and subsequent Charter School employment. Layoffs within the District shall not affect Charter School positions or employees.

18.1400 **Grievances**

The Charter School will follow the grievance procedure set forth in the OUSD/CSEA Agreement, Article 4 except that Level II of the grievance shall be presented to the Charter Board.

18.1500 **Leaves**

The Charter School reserves the right to expand the leave provisions of the OUSD/CSEA Agreement to include greater flexibility for personal leaves. The Charter School will notify CSEA and discuss particulars when deviation(s) from the existing leave provision is contemplated. OUSD employees returning from leave may not be placed in a vacancy at the Charter School. Charter School employees returning from leave shall return to the Charter School where they were previously employed.

18.1600 **Subcontracting**

Services not regularly and customarily performed by employees of the Charter School shall be subcontracted to the District, if the service can be provided in an efficient and cost-

effective manner. If alternative subcontracting needs to be implemented, which results in a layoff, then the Charter School may proceed as delineated in Article 18.1300.

18.1700 **Charter School Modifications to the OUSD/CSEA Agreement**

18.1710 The Charter School may make modifications to the OUSD/CSEA Agreement in the areas of salary, health and welfare, work calendar, establishment of new positions, and reclassification pursuant to the provisions set forth in 18.1720 et. seq.

18.1720 Any proposed exception or addition to the OUSD/CSEA Agreement shall require the approval of no less than 75% of the Charter School classified bargaining unit staff, a majority of the Charter Board, and the CSEA Chapter 67 Executive Board.

18.1730 Employees who transfer from the Charter School to positions within OUSD shall not carry to their new positions any enhancements or modifications provided by the Charter School.

18.1740 A change to the annual work calendar shall not reduce the number of work days or hours for those currently assigned to a bargaining unit member.

18.1750 The Charter School may establish additional positions and the hours therefor.

18.1760 The Charter School may reclassify existing positions on the basis of duties and responsibilities assigned.

18.1800 **End of Charter**

At the termination of the Charter, all employees shall remain in their respective positions at the school subject to the transfer and layoff provisions of the OUSD/CSEA Agreement.