

**SAN DIEGO EDUCATION ASSOCIATION  
PROPOSAL TO  
THE SAN DIEGO UNIFIED SCHOOL DISTRICT**

**SDEA PROPOSAL PASSED TO SDUSD NOVEMBER 2, 2017**

**ARTICLE 30. CHARTER SCHOOL ACCOUNTABILITY AND EDUCATIONAL IMPACT**

**CHARTER SCHOOLS**

**Section 30.1: 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.~~

~~30.1.1. 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.~~

~~30.1.2. 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 (e.g., counselors, media specialists, nurses, psychologists, etc.) in the development of the proposed charter.~~

~~30.1.3. Upon receipt of a charter proposal from a group of charter petitioners, the District shall forward a copy of the proposal to the Association.~~

~~30.1.4. 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.~~

~~30.1.5. 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 30.2: LEAVE AND RETURN RIGHTS**

~~30.2.1. 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.~~

~~30.2.2. 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.~~

~~30.2.3. 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.~~

~~30.2.4. 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.~~

~~30.2.5. Unit members initially employed by the District who are not subject to provisions 30.2.2., 30.2.3., or 30.2.4. above shall have the right to participate in the voluntary transfer process set forth in Article 12 of this Agreement.~~

~~30.2.6. 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 30.3: GENERAL PROVISIONS~~

~~30.3.1. 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.~~

~~30.3.2. 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.~~

~~30.3.3. 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 30.4: 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:~~

~~30.4.1. The charter school agrees to continue to purchase group health coverage through the District, and~~

~~30.4.2. 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).~~

The Parties agree to develop a collaborative approach to ensure that all students attending publicly funded schools within the San Diego Unified School District are provided a quality education and that all schools are held to the same standards of accountability, equity, and transparency. To this end, the Parties agree that:

### Educational and Community Impact

The District shall require an educational and community impact analysis as part of the authorization process for a new charter school or reauthorization of an existing charter school. The reports shall address the full learning needs of all students at the school being considered, take into account the educational and economic impact of authorizing a new charter school or reauthorizing an existing charter school on other schools within the surrounding community, consider current and projected demographic and affordability changes within the surrounding community, and address land use and planning in the surrounding community.

### Non-Discrimination

The District shall annually review the enrollment policies and procedures of all authorized charter schools to ensure that they do not contain, and that the schools do not engage in, any illegal or exclusionary admissions policies or practices that may discourage enrollment.

A mandatory annual report of student suspensions, expulsions, and dismissals shall be provided by every school, including charter schools, to the District. These reports shall be disaggregated by subgroups including but not limited to race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, ELL students, and foster children, and made available to the public upon request.

An investigation by the District shall be initiated if 5% or more of Special Education and /or ELL students leave, transfer, are dismissed, or are expelled from a charter school during a single academic year.

In accordance with California Education Code, Section 47605, the District shall request cumulative pupil records, transcripts, and health information for any student who leaves a charter school, and produce a monthly public report for the Board of Education of all students who leave charter schools authorized by SDUSD.

## Student Safety

The District shall provide an annual report of all schools located in facilities that are not Field Act compliant. This report shall be made available to the public upon request. The District shall ensure that families of students who attend charter school in facilities that are not Field Act compliant are notified prior to the start of each school year.

## CHARTER SCHOOL CO-LOCATION

The parties agree that the implementation of Proposition 39 shall not negatively impact the instructional program of SDUSD schools, including the potential expansion of schools and programs that may reduce available space for co-location. The District shall require an educational and community impact analysis as part of the process of considering placement of a charter school on an SDUSD campus as a co-location. The reports must address the full learning needs of all students at the school being considered, and take into account the impact of charter school co-location on the existing campus and students and on other schools within the surrounding community.

All charter school visits to a school for the purpose of examining the campus configuration for potential co-location shall include at least one parent of the impacted school and one SDEA representative from the impacted school.

No later than November 15 of each school year, the District shall provide the Association with a list of any and all charter schools that have requested space on an existing school campus for potential co-location in the following school year. The provided list shall include the name of the charter school, school(s) requested for potential co-location, and the amount of campus space requested.

The District shall ensure that each school identified for a potential charter co-location the following year shall host a parent/community meeting at the impacted school, no later than March 15.

The District agrees that before approving any charter school co-location, the District shall ensure that at least 80 students, per Proposition 39, are enrolled in the charter school for the following school year. Any space over-allocated to a charter school is subject to be returned to the District school for use immediately. The District may allow the charter school to keep over-allocated space for the remainder of a semester provided that the charter is charged for over-allocated space up to what is allowable under state law.

Should any co-located charter school experience declining enrollment while the impacted District campus is experiencing enrollment growth, the District will immediately examine the campus configuration to determine a process and timeline for returning currently co-located space back to the impacted District school.

The parties agree to establish a Co-Location Advisory Panel. The Panel shall be comprised of three (3) Association Representatives and three (3) District representatives. The panel shall study all issues related to the impact of co-location and the implementation of Proposition 39.

The panel shall convene not less than three (3) times during the 2018-2019 school year and shall have access to relevant data from the District and authorized charter schools requesting co-location space or currently co-locating on an existing school campus.

The panel shall make recommendations to the SDUSD Board of Education no later than June 1 of the 2019 school year.