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**JOINT POWERS AUTHORITY BOARD  
Center for Advanced Research & Technology (CART)  
Qualifications & Rights of Employees**

PURPOSE: To specify the qualifications and rights of classified and certificated employees.

**EMPLOYEE QUALIFICATIONS**

All CART employees will successfully complete all the required conditions for public school employment including, but not limited to, fingerprinting and criminal record background checks, possession of proper teaching credential, certificate or permit for core and/or college preparatory courses **and** necessary licenses where applicable.

Certificated employees in both districts will be considered to be on leave of absence from their respective districts. CART employees remain enrolled in their respective school district's health and welfare benefit plan.

Classified employees from both districts are on a leave of absence from their respective districts. Their salaries will be based on their placement on their home district's salary schedule. CART employees remain enrolled in their respective school district's health and welfare benefit plan.

**EMPLOYEE RIGHTS**

**Employment.** Unless otherwise agreed by CART and both Districts, all employees hired by CART, whether certificated or classified, shall be employees of either the Fresno or the Clovis Unified School District.

**Employees Assigned to CART by Fresno or Clovis.** Employees hired by either Clovis or Fresno prior to their assignment to CART shall be considered employees on a leave of absence from the respective employing District and, if released by CART for any reason, shall return to their respective employing District to be assigned as that District determines in its best interest notwithstanding any collective bargaining provision to the contrary.

**Employees Funded Through the CART Budget**

New employees hired and funded through the CART budget shall become employees of either Clovis Unified or Fresno Unified School District, to be determined collaboratively prior to initiating the hiring process. The Human Resources department of the District which agrees to hire the employee shall conduct the hiring process in consultation with CART administration.

**Hiring Process.** No employee shall be employed by CART unless the employing District agrees in writing to the employment. All employees shall be issued a written employment agreement on an annual basis by CART pre-approved in writing by the employing District.

**Teacher Employment Status.** The employing District shall define each teacher's status as temporary, probationary, permanent or as otherwise authorized by law. Teachers hired to work in CART shall be eligible for permanent status in accordance with the employing District's regular employment procedures; however, no employee shall become a permanent employee without the written approval of the employing District. Upon obtaining permanent status with the employing district, new teachers will be considered teachers on leave of absence from the employing district and enjoy the same job rights as teachers who originally came to CART from that district.

**Evaluation.** Employees shall be jointly evaluated by CART and the employing District using the employing District's applicable evaluation instrument. CART agrees to provide reasonable notice to the employing District of its evaluation process and time lines so that the employing District has adequate opportunities to evaluate the employee and make an informed decision regarding whether or not the employee shall become a permanent employee.

**Salary Schedule Placement.** All employees shall be placed on the salary schedule of the District which has employed them in accordance with that District's procedures and practices.

**Teacher Fringe Benefits/Employment Rights and Burdens.** Teachers shall receive the same fringe benefits as those provided by their employing District. Teachers also shall receive the same rights and be subject to the same standards and obligations as are similar teachers of the employing District, except as set forth in this petition. (E.g. See Collective Bargaining Issues as an exception to this general rule).

**Collective Bargaining Issues.** No Employee shall be a bargaining unit member or otherwise covered by any collective bargaining agreement of either District. All employees who work at CART voluntarily waive their right to participate in the collective bargaining process and waive any rights they may have under the Rodda Act, Government code section 3540.1.

**Teacher Employment Balance.** The parties agree to balance the number of teachers hired by both Districts **over time**. Thus, any new teacher hired shall be assigned to the District with the least number of teachers until the number of teachers employed by both Districts is equalized. Once equalized, all new teachers shall be assigned to either Clovis or Fresno on a rotating basis to insure ongoing equity. This section shall not apply to CART's administrative or classified staff. Until parity in the number of teachers employed by both districts occurs, the district with the least number of teachers shall reimburse the other district for all costs incurred in providing the excess teachers. Reimbursement shall occur annually by June 30<sup>th</sup> of each school year. The CART administration shall coordinate and monitor the process.

**Alternative Employment Arrangements.** The parties agree that any new employee (e.g. the employment of a fund raiser, a chief executive officer, etc.) may be hired in any manner agreeable to CART and both Districts without changing this petition. Any such employment arrangement shall be in writing and signed and approved by CART and both Districts.