

ARTICLE XIX  
DEPENDENT CHARTER SCHOOL  
NATOMAS UNIFIED SCHOOL DISTRICT  
AND  
NATOMAS TEACHERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING TO SETTLE  
PERB CASE NO. SA-CE-2645-E

January 9, 2014

The Natomas Unified School District (“District”) and the Natomas Teachers Association (“NTA”) have reached a good faith agreement to settle PERB CASE NO. SA-CE-2645-E as follows:

**I. Unit Modification Petition**

In the event that NTA files a unit modification petition with PERB seeking to include the certificated employees employed at the Leroy Greene Academy in its certificated bargaining unit, the District shall remain neutral, and shall not file any opposition with PERB or otherwise oppose or hinder the unit modification petition.

**II. Establishment of New “Dependent” Charter Schools:**

The District agrees that any future petition proposing to establish a “dependent” charter school submitted to the District’s Board of Education (“Board”) by the District, or by a District Administrator acting within the course and scope of his/her employment, will include language identifying that all certificated dependent charter school employees will be included in the NTA certificated bargaining unit as specified in Article II (Recognition) of the Parties’ collective bargaining agreement, and shall be subject to the applicable terms and conditions of employment as provided in the Parties’ collective bargaining agreement.

The parties agree to commence negotiations within thirty (30) days and to add this binding agreement to the collective bargaining agreement as a new “Dependent Charter School” article within ninety (90) days after this Agreement is ratified.

In the interest of presently resolving this matter, the parties agree to the five (5) core tenets listed below with the understanding that the parties will continue to negotiate after execution of this Agreement those other articles of the collective bargaining agreement, and/or portions thereof, which may be applicable to dependent charter school unit members and included in the “Dependent Charter School” article. The parties agree that the “Dependent Charter School” article shall control in the event of a conflict with any other Board document. The binding agreement states:

The District and Association recognize that the certificated bargaining unit members per Article II of the NTA/NUSD CBA at District dependent charter schools shall be considered unit members as governed by this binding agreement.

1. Probationary/Permanent Status

Commencing July 1, 2015, dependent charter school teachers, including new hires shall gain permanent status as a certificated employee after serving three (3) complete school years at the dependent charter school. Service prior to July 1, 2015 is excluded. Teachers identified in their second year requiring support to advance to permanency may be provided assistance in their third year. At any time prior to the expiration of the three (3) year probationary period, the charter school site administrator or designee may non-reelect a probationary employee. The probationary employee shall be provided notice of non-reelection no later than March 15 of the current school year. If the employee is not provided notice by March 15 of the current school year, the employee is deemed reelected for the following school year. A probationary employee provided notice of non-reelection is not entitled to a hearing.

2. Assignment and Transfer

Current district non-charter school teachers can transfer into a dependent charter school with a two year Leave of Absence (LOA). This two-year period will be utilized by both the teacher and the site administration to determine if continued placement at the charter school is desired for the employee. If either the teacher on LOA or the site administration determines the charter placement is not desired, the teacher will return to the regular non-charter TK-12 program. During the LOA the teacher will continue to earn Natomas Unified years of service credit and seniority for his/her time at the dependent charter school.

The parties agree that the LOA is subject to the current Transfer and Reassignment language per the Parties' collective bargaining agreement with the exception that the dependent charter school will interview and determine if the requesting teacher has experience or meets the qualifications for the dependent charter school's program(s).

A dependent charter school teacher can also apply through the Transfer and Reassignment process for non-charter positions that he/she is appropriately credentialed for. If hired for that position, years of service credit and seniority from the dependent charter school will be applied.

3. Calendar/Work Year

The current instructional minutes, collaboration time, workday and work year at Leroy Greene Academy ("LGA") will be used as the baseline from which future negotiations will commence.

Site administration will meet and consult with site charter school teachers to determine the appropriate number of periods and schedule to accommodate charter program needs.

4. Salary

Dependent charter schools shall utilize the LGA salary schedule, as may be revised through the negotiations process. The District and NTA shall negotiate the salary schedule for the 2015-16 school year.

5. Discipline

The employer shall not discipline a dependent charter school bargaining unit employee except as permitted, and according to the procedures set forth, in Title 2, Division 3, Part 25, Chapter 4, Article 3, of the California Education Code, commencing with section 44930. It is the Parties' intent here that the discipline process applied to all dependent charter school bargaining unit employees mirror that set forth in the Education Code and applied to regular (non-charter) school certificated employees. As used here, the term "discipline" shall be construed broadly, and shall include, but not be limited to, dismissal, and suspension.

**II. Leroy Greene Academy:**

The parties agree that in the event that the NTA bargaining unit is modified to include the certificated employees at the Leroy Greene Academy, those employees shall be subject to the "Dependent Charter School" article referenced above effective July 1, 2015, after the article is ratified by the parties.

**III. Dismissal of PERB CASE NO. SA-CE-2645-E:**

NTA agrees to dismiss with prejudice PERB CASE NO. SA-CE-2645-E by filing notice of such action with the PERB within ten (10) calendar days after this Agreement is ratified by the Parties. The parties agree that the execution of and/or performance of this Agreement is not an admission of, or concession to liability for any claim, premise, or position of the other party as this Agreement is a compromise settlement.

This Agreement is subject to formal ratification by both parties before it is binding and subject to implementation.

AGREED:

Kristen Rocha

Date: 1/9/2015

NATOMAS TEACHERS ASSOCIATION

Chris G.

Date: 1/9/2015

NATOMAS UNIFIED SCHOOL DISTRICT

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**Tenet #2 - Assignment and Transfer**

**Transfers from a NUSD Non-Charter School into a NUSD Dependent Charter School**

A teacher shall file a request for transfer in accordance with the provisions during the open transfer and reassignment period as described in Article XI - Transfer and Reassignment. All qualifying transfer requests to a dependent charter are subject to interview by the dependent Charter School administration.

If the transfer request is granted, the teacher shall request and be granted an LOA from NUSD per Article VII - Leaves paragraph J in order to transfer into a dependent charter school.

<b>Transfers from a NUSD Non-Charter School into a NUSD Dependent Charter School</b>				
<b>Scenario</b>	<b>Member Status in Non-Charter upon start of the next school year</b>	<b>Enters NUSD Dependent Charter School as</b>	<b>While on LOA</b>	<b>At Dependent Charter School</b>
1.	2nd year probationary	1st year probationary	Maintains placement on NUSD non-charter seniority list for up to 2 years while the Leave Of Absence (LOA) is in effect	Assigned dependent charter school seniority number
2.	Permanent	1st year probationary		

### Transfers from a Dependent Charter into a NUSD Non-Charter School

A dependent charter school teacher can apply through the open transfer and reassignment period as described in Article XI - Transfer and Reassignment for non-charter school positions that he/she is appropriately credentialed for.

If a Dependent Charter permanent teacher makes the request for transfer into a non-charter school, that teacher will maintain their permanency within NUSD.

If the request for transfer into a non-charter is made by a Dependent Charter probationary teacher, that teacher will maintain their probationary status within NUSD unless that teacher has completed 2 years of probationary teaching at the dependent charter, in which case the teacher would earn permanent status in NUSD.

<b>Transfers from a NUSD Dependent Charter into a NUSD Non-Charter School</b>				
<b>Scenario</b>	<b>Member Status in NUSD Dependent Charter School at the start of the next year</b>	<b>Enters NUSD Non-Charter as</b>	<b>Leaving Dependent Charter School</b>	<b>At NUSD Non-Charter</b>
1.	2nd year probationary	2nd year probationary	Loses seniority number on dependent charter list	Assigned NUSD non-charter seniority number based on the following: 1. If originally hired at the dependent charter, seniority will be based on the date of hire at the dependent charter 2. If originally hired by non-charter and subsequently transferred to a dependent charter, seniority will be based on the original non-charter hire date as long as there has been consecutive service in NUSD non-charter or dependent charter schools
2.	3rd year probationary	Permanent		
3.	Permanent	Permanent		

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**Tenet #3 - Work Calendar/Work Year**

The current instructional minutes, collaboration time, workday and work year at LGA will be used as the baseline from which future negotiations will commence.

Site administration will meet and consult with site charter school teachers to determine the appropriate number of periods and schedule to accommodate charter program needs.

**Teachers**

<b>Work Year</b>	188 work days (180 student days and 8 staff days)
<b>Instructional Minutes</b>	68,170 minutes/year
<b>Work Day</b>	Arrive 15 minutes prior to student day
	7.5 hours/day (30 minute lunch included, 25-minute advisory* 4 days/week) 8.5 hours (One day/month; 30 minute lunch included)
	<b>Back-to-School Night:</b> 1 event per year <b>Exhibition Night:</b> 2 events per year
	<b>Non-Instructional Duties:</b> Minimum of 12 hours and maximum of 15 hours.
	<b>Office Hours:</b> 120 minutes/week
	<b>Staff Meeting:</b> 60 minutes/month (except in case of emergency)
	<b>Minimum Days:</b> In alignment with the meet and consult language, if minimum days are used for finals, staff is allowed to leave after the end of the student day. Under the current student schedule, there are eight (8) minimum days for finals.  The option to have up to five (5) current instructional days changed to minimum days to allow for teacher collaboration (either by grade level or departments), or other entire staff development activities. It is understood that this collaboration/development time will not be used for faculty meetings and teachers will attend until what would be the end of a normal school day.
	<b>Graduation/Promotion Ceremony:</b> All teachers will attend if during the normal work day. If after the normal work day, teachers will attend based on NIDS assignment.

**Parent/Teacher Meetings:**

Participation in principal or parent-initiated meetings is among a teacher's required duties. These meetings will be scheduled no earlier than thirty (30) minutes before or later than sixty (60) minutes after the student day; or unless otherwise mutually agreed upon.

**Admin-Requested Period Substitution:** In the event a substitute is not available, a regular teacher may be used as a substitute during his/her prep period. The Administrator will make the request of the employee, and their participation is voluntary, unless there is an emergency situation in which a class of students will go without coverage. Any teacher, who serves as a substitute teacher will be compensated \$40 per regular period and \$80 per block period. It is the employee's responsibility to ensure the time is reported to Payroll on an hourly timesheet.

**Collaboration Time**

**75 minutes/week** - Students released early

Collaboration meeting time shall be used at all grade levels for the purposes of:

- Developing Common Assessments
- Curriculum Alignment Guide (CAG) Development
- Unit Development
- Sharing Best Practices
- Analyzing Student Assessment Data
- Student Placement
- Interdisciplinary Planning
- Student Social-Emotional Well-being

\*Advisory Period is a 25-minute period in the school day during which each teacher is assigned a group of students for the school year. This is an opportunity to connect with students and families, promote student college and career readiness, and build positive school culture. Teacher advisors will become the main point of contact for families of their group of students, and will be expected to facilitate communication with other staff when necessary. Refer to LGA staff handbook for additional information.

## Counselors

<b>Work Year</b>	200 work days
<b>Work Day</b>	8 hours/day (30 minute lunch included)
	<b>Back-to-School Night:</b> 1 event per year <b>Night Events:</b> 2 events per year
	<b>Non-Instructional Duties:</b> Minimum of 12 hours and maximum of 15 hours.
	<b>Staff Meeting:</b> 60 minutes/month (except in case of emergency)
	<b>Graduation/Promotion Ceremony:</b> All counselors will attend if during the normal work day. If after the normal work day, counselors will attend based on NIDS assignment.
	<b>Parent/Teacher Meetings -</b> By appointment Participation in principal or parent-initiated meetings is among a counselor's required duties. These meetings will be scheduled no earlier than thirty (30) minutes before or later than sixty (60) minutes after the student day; or unless otherwise mutually agreed upon.
<b>Collaboration Time</b>	<b>75 minutes/week</b> - Students released early



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Article VI – Health and Welfare

Dependent Charter members will be provided the same medical, dental, and vision insurance as all other unit members.