

NOTE: Refer to the June 2, 2022 MOU, which was approved by the Board at the June 22, 2022 Board Meeting, for additional language regarding Article XVII Association Rights. That MOU is attached.

ARTICLE XVII
ASSOCIATION RIGHTS

- A. The afternoon of the first Thursday of the month will be reserved for NTA meetings.
- B. The NTA president or designee (V.P., Ex. Board) shall be released for up to the equivalent of .4 FTE for the purpose of conducting union business.

Commencing the 2019-20 school year, the President of the Association or his or her designee may have release time equivalent to, and on a regular/consistent schedule of days per week, or periods per day:

- 1. Two daily periods if he or she teaches in middle school or high school grades. The Association President or designee shall have discretion to select the periods, except where the District can show actual and unreasonable interference with District operations;
 - 2. Two full release days per week if he or she is an elementary teacher. The Association President or designee shall have discretion to select the days per week, except where the District can show actual and unreasonable interference with District operations;
 - 3. Two full release days per week if he or she is a counselor, psychologist, speech and language pathologist. The Association President or designee shall have discretion to select the days per week, except where the District can show actual and unreasonable interference with District operations.
- C. The Association shall notify the District within five (5) calendar days of the election of the Association President to allow for proper planning to identify and retain a certificated employee to replace the Full Time Equivalent ("FTE") allocated for the President Release time.
 - D. Commencing the 2019-2020 school year, the Association shall reimburse the District for the currently collectively bargained President release time in the following manner:
 - 1. If a certificated employee is retained to replace the FTE allocated for the president release time, the total compensation of the certificated employee during the president's release time.
 - 2. If no certificated employee is retained to replace the FTE allocated for the president release time, the total compensation of the president's release time.
 - E. Starting 2019-20, the District shall send the Association monthly invoices for the cost of Association President's release time. The Association shall reimburse the District the invoiced amount within thirty (30) calendar days of receipt.
 - F. The Association shall reimburse the District for any and all release time in excess of the currently collectively bargained President Release time, pursuant to Education Code section 44987. Any member shall be excused from school duties upon a minimum of two (2) work days advance written notification to the Superintendent or designee by the

Association's President. This term does not include any reasonable release time as defined by Government Code section 3543.1(c), and is expressly without prejudice to the Association's rights under that section.

G. Association Membership

- a. Any unit member of the Natomas Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. The Association shall then inform the District to deduct membership dues from the unit member. The Association certifies that it is responsible for all authorizations. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- b. The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's collection of and or deduction of membership dues as required herein. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.
- c. With respect to all sums deducted by the District pursuant to section 1 above, for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

H. District Notice of New Hires

The District shall provide the Association President and Labor Relations Representative notice of any newly hired certificated employee into a bargaining unit position, within ten (10) working days of date of Board approval, via a shared electronic document. Notification shall include the information provided by the new hire pursuant to Section I.

I. Employee Information

"Newly hired employee" or "new hire" means any certificated employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the Association unit.

The District shall provide the new hire with the New Employee Information Form. The information will be provided to the Association. The New Employee Information Form shall include a request for the following information:

1. Full Legal Name
2. Job Title;
3. Primary worksite/department name;
4. Work telephone number;
5. Home Street address (incl. apartment #)
6. City
7. State
8. ZIP Code (5 or 9 digits)
9. Home telephone number (10 digits);
10. Personal cellular telephone number (10 digits);
11. Personal email address of the employee;
12. Hire date.
13. Employee ID number

Periodic Update of Contact Information: The District shall provide the Association with a list of each bargaining unit member's name and contact information, as provided by and authorized by each bargaining unit member, on the last working day of September and March. The information will be provided to the Association President and Labor Relations Representative. This contact information shall also include information items 1-13 in Section I above.

J. New Employee Orientation

"New employee orientation" means the process by which a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The District and the Association agree that the District will annually schedule dates/times for both the District and the Association to participate in New Employee Orientation.

1. The parties agree the District will notify the Association of the new employee orientation at the time of the agreement on the teacher workday calendar or, if a calendar is not agreed to, with ten (10) days' prior notice for each new employee orientation except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
2. The Association will be given access to audio/visual equipment.

3. The Association shall have 120 minutes of paid release time for up to two members during normal work hours (release time provided in Section B above), to attend each new employee orientation for one (1) hour with new employees from 8:15 - 9:15 the morning of the second day of orientation.
4. The Association Labor Relations Representative may also attend the Association orientation session.
5. The District administration will excuse themselves from the Association orientation for the hour.
6. Only Association approved vendors will be present during the one-hour Association orientation.
7. The orientation session shall be held on District property during the workday.

ARTICLE XVIII
DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.