

**Memorandum of Understanding
for NUSD's K-8 Larry G. Meeks Academy
Between Natomas Unified School District
and Natomas Teacher Association
May 28, 2021**

Effective May, 2021, the current CBA language will be modified as follows:

Article XXII: Larry G. Meeks Academy

The Natomas Unified School District ("District") and Natomas Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding NUSD's establishment of Larry G Meeks Academy, a K-8 Alternative Learning Program. The Parties recognize that virtual options have the potential to benefit some students and their families in our communities. The parties also recognize the need to be vigilant in working together as partners to ensure that students' learning environments and experiences are the center of every decision made regarding virtual opportunities in their schools.

Larry G. Meeks Academy (K-8) shall be housed at Bannon Creek School (for the foreseeable future).

In alignment with some of the current existing district practices related to existing Natomas Board Policy/Administrative Regulation 6158 and Board Policy 6181, the parties agree to practices to be implemented at Larry G Meeks Academy.

Article 22 shall be established to consolidate specific language relevant to K-8 Larry G. Meeks Academy teachers who are entitled to the Collective Bargaining Agreement as a whole. This article identifies working conditions unique to the Meeks Academy.

I. Definitions

Real-time Instruction: Occurs at scheduled times determined by instructor in alignment with a defined schedule developed in collaboration with site admin. Concurrent instruction shall not be mandated. Real-time instruction may include virtual or in-person instruction that is 1:1 or small group. Full class instruction shall typically be virtual, but there may be targeted opportunities for field trips, lab work, or other instructional activities where a full class may be together in person. This shall be coordinated with site administration and staff to ensure adequate facilities are available. Instruction examples include but are not limited to: lectures, discussions, presentations, scheduled quizzes and tests, scheduled chat room time for students to share ideas, scheduled video conferences or group phone calls, live streamed lectures, and podcasts or demonstrations.

Flexible Instruction: Flexible instruction shall provide students the opportunity to engage with content and contribute to classes at times that meet their scheduling needs. Instructors shall provide materials and assignments that can be accessed at any time and at any location. Examples of flexible instruction may include but are not limited to: email, virtual libraries, slide shows, videos, pre-recorded teacher videos, discussion boards, social networks, collaborative working documents, and virtual platforms (ie google classroom, Schoology, etc). When students are completing work independently during flexible time and teachers are not supporting other students, teachers will be able to use this time to plan activities and instruction as well as collaborate with other teachers for program planning purposes.

Instructional Check-ins: The purpose of a check-in is to offer the opportunity for individualized attention to students and shall be scheduled and determined by the instructor on a weekly basis. A check-in can include but is not limited to in-person instruction, SEL, 1:1/small group supports, assessments, differentiated small group support, (i.e. ELD instruction) etc.

Class Management Activities: The purpose of dedicated time for class management activities is to ensure that certificated instructors have time to provide support to their roster of students including but not limited to: monitoring student progress, setting goals for students, providing updates to families on progress, contacting families as needed, consulting with academic counselors as needed, etc.

II: Workday / Hours of Employment

A. A Meeks teacher shall only engage in NIDS and duty directly related to Meeks program needs.

B. Self-Contained Instructional Time

<u>Weekly Minutes</u>				
<u>Teachers shall include the following into their schedule of weekly work time, organized based on student need.</u>	<u>K</u>	<u>1-3</u>	<u>4-6</u>	<u>7-8</u>
Daily Meeting (i.e. 15 minutes per day)	75	75	75	<u>75</u>
Real-Time Core Class/Flexible Scheduled Instruction and student activity breaks (up to 150 minutes/week) (*Core includes ELA, Math, Social Studies and Science)	830	850	900	<u>900 (cored model)</u>
Electives*	150	150	150	<u>200 (cored model)</u>
PE (Real time or Flexible for K-8)	100	100	100	<u>200 (cored model)</u>
Instructional Check In (e.g. in-person instruction** SEL, 1:1/small group supports, differentiated small group support time [including ELD instruction], assessments, etc.)	285	350	375	<u>225 (cored model)</u>
Total Weekly Instructional Minutes (aligned with CBA)	<u>1440</u>	<u>1525</u>	<u>1600</u>	<u>1600 (cored model)</u>
Before School Arrival (15 minutes per day/no student supervision)	75	75	75	75
Lunch	175	175	175	175
Prep Time (i.e. developing lessons, recording instructional videos, downloading/uploading content, grading, <u>peer consultation</u> , etc.)	275	275	275	275
Class Management Activities (progress monitoring, goal setting, family updates of progress and contact, consultation with academic counselors or other teachers as needed)	195	110	35	35

TOTAL WEEKLY TEACHER WORK DAY MINUTES

2,160 (assumes 5-day week)^{^^}

^{^^}For any day that school is not in session (i.e Monday holiday), the weekly minutes in each category would be proportionally reduced

*For Electives (K-8), teachers may collaborate with each other to provide the electives instructional minutes to meet program needs in a variety of ways. For example, teachers may develop elective options that would allow students in evenly distributed groups (as reasonably as possible) from different classes and/or grade spans (K-3,4-6, or 7-8) to participate.

**There may be individual student needs that limit check-ins to a virtual setting, which shall be determined between the family, site administrator and teacher.

C. Single Subject Teacher Workday for Grades 7 and 8

Meeks teachers shall teach a maximum of five (5) rosters of students in classes per grading period (trimester or semester), with class size goals aligned with CBA (32 per class of a single subject).

Each class has 250 instructional minutes per week with Real / Flex time (scheduled transition time between classes is established as a minimum of 5 minutes).

Classes shall total 1250 minutes per week, with 125 minutes for transition breaks which shall equal 1375 total instructional minutes. These minutes shall be adjusted proportionally with weeks less than 5 days.

There shall be no morning meetings in addition to the classes outlined above.
Lunch shall be 35 min per day (175 min a week).

Consistent with the self-contained chart above: Preparation time shall be 275 min per week; Class Management Activities shall be 35 min per week; and Instructional check ins shall be 225 min per week.

Per the CBA, teachers shall arrive 15 minutes each day before the school day starts (75 min per week).

The total week time shall be 2160 for a 5 day week and adjusted proportionally on shorter weeks. Daily workday minutes shall total 432 per day (sequential start to finish).

- D. Due to the scheduled minutes for prep time, PE minutes are provided by self-contained instructor (see weekly minutes chart above).
- E. Any adjustments to the start of the workday greater than one hour (earlier than the start time of the earliest starting school in the district) must be mutually agreed upon by the teacher and administration.
- F. Staff shall have a workday equal in length to that of a high school teacher. Prep time shall also be equal to a high school teacher (see weekly minutes chart above). Start and end times shall be adjusted to meet program needs. Adjustments to start and end times shall be communicated six weeks prior to the implementation of the change and only at the start of a new academic term.

G. Daily Schedule

In meeting the various needs of the students and the individual classroom, it is expected that teachers shall develop a calendar outlining the daily schedule in alignment with the weekly minutes chart above to address those needs. This schedule shall be shared with site administrators and approved based on

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factors, including, but not limited to facility and student needs. Upon approval, the schedule shall be shared with families. Educators may make necessary changes to the schedule as needed with approval by site administrators. This calendar shall be provided in consideration of the parent/student/teacher orientation prior to the start of school, understanding that some adjustments may be necessary based on feedback received during orientation meeting(s).

- H. An additional week of minimum days shall be scheduled at the end of the second trimester for parent conferences. For the purposes of this agreement only, minimum days mean a removal of class management activities and morning meeting as well as a reduction of the instructional check-in minutes to 100 minutes per week for both trimesters that minimum days are scheduled (Trimester 1 and Trimester 2). In addition, the five (5) early release days outlined in Article V, Section Y will also follow this minimum day schedule.

III. Class Size

Larry G. Meeks Academy (K-8)

- A. As per ARTICLE X CLASS SIZE, section A , Meeks K-8 academy shall use the District's goal for grades TK-8 schools
1. While combination classes may be necessary, the district shall make every effort to not exceed more than two grade levels in the K-8 program. In the event classes must be combined beyond two grade levels, the site administrator shall meet with the teacher to redistribute the instructional minutes as needed on a case-by-case basis prior to implementation with approval from NTA President or designee and Chief Academic Officer or designee. If more than two grade levels are combined, the class size goal shall be reduced by an additional five students.
 2. During the 2021-22 and 2022-23 school years, "bridge" staffing may be provided for the 7-8 program at Meeks Academy, which is contingent upon enrollment. This would allow teachers additional time to build and develop the instructional framework and/or other components of the alternative learning program while it is anticipated that there shall be fewer students on individual teacher's caseload. (For example, bridge staffing may mean that a 1.0 FTE in a particular subject area is provided in the first year when a 1.0 FTE is not yet needed, but is expected to be needed in the coming year.)
 3. There shall be support services offered to Meeks students including but not limited to a social worker, counselor, and/or a school psychologist. If Meeks Academy enrollment reaches 300 students, a support staff member (i.e. social worker, counselor, school psychologist) may be added to support the unique range of student needs represented at Meeks Academy, and will not be considered as a representation of district ratios for such positions that may be considered for traditional K-8/elementary school sites in the District.

IV. Other Considerations

- A. Teachers shall enter into an Alternative Learning Master Agreement that shall outline school, teacher, parent and student responsibilities for each term of attendance (as relevant) that it is deemed appropriate for the student to participate in Meeks Academy. This Master Agreement shall be mutually agreed upon by NTA and NUSD, (to be completed by June 15th, 2021). In the event the Master Agreement changes the working conditions of Meeks teachers, both NTA and NUSD agree to negotiate terms in this MOU.
- B. Course Assignment Record (CAR) forms shall be utilized to support attendance tracking and appropriate training shall be provided within the workday. If changes are made to state requirements for reporting daily attendance for Alternative Learning Programs, the District and the Association shall meet to review the time necessary to complete tracking and build into the workday as needed.

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1. At the end of the first trimester of the 2021-22 school year, teachers shall be surveyed (survey to be authored collaboratively by NTA Negotiations Lead and Chief Academic Officer or designee by end of September 2021) on attendance procedures and required time. These survey results will be reviewed by the parties and included in the meetings during the 2021-22 school year that will be scheduled to evaluate Meeks Academy for further discussion.
- C. Teachers shall be required to use district approved Learning Management Systems / Virtual Learning Platforms – appropriate training shall be provided during the workday. Teachers may pilot other digital platforms with approval from the Executive Director, prior to the platform being officially “district approved”.
- D. Teachers shall be responsible for using the student information system / learning management system to maintain student assignments and grades weekly as well as completing the report card for each student that concludes a trimester/semester (as relevant) in their class – appropriate training shall be provided during the workday.
- E. Teachers shall be provided an adequate workspace and necessary materials, technology, and telecommunications access. Teachers may be required to share classrooms. In the event classrooms are shared, room dividers shall be provided.
- F. During the 2021-22 and 2022-23 school years only, due to the development of this new school and program,
1. Teachers shall be required to attend a series of related professional development during the summer of 2021 as determined by the District. Dates to be finalized by (prior to T and R announcement) between the parties. Pay shall be at a per diem rate not to exceed five (5) days, in addition to the already-required staff development days prior to the start of the school year.
 2. Teachers shall be required to attend the student/parent orientation week August 2-6, 2021 . Professional development and collaboration time may also occur that week. Pay shall be at a per diem rate for that week.
- G. The parties agree to reconvene a group of up to three (3) NTA members appointed by the NTA president or designee, which shall include a current teacher at Larry G. Meeks, and three (3) District representatives to evaluate and discuss progress during the first year of implementation two times during the course of the 2021-22 school year prior to March 31, 2022 (one time for each of the first two grading periods). The agenda for the meeting shall be mutually determined by NTA and the District. This shall include the attendance reflection survey.
- H. For the 2021-22 and 2022-23 school years, Meeks Academy Teachers shall receive an additional \$100 per month for 10 months through their classroom supply budget to be used to pilot resources that facilitate the virtual educational experience. Such purchases and subscriptions shall be made through the District-approved reimbursement process. Purchases need to be signed off by the Executive Director, only to ensure that appropriate processes are in place for Research and Data and IT.
- I. Technology: Teachers shall be provided: a second monitor, a separate webcam from their laptop hardware, a professional microphone, headphones, wireless keyboard and mouse. There shall be a collaborative effort among the District and Site Admin to ensure that any other technological devices or hardware that appear to be necessary for teachers' instructional use is reasonably obtained.
- J. Teachers must give consent for students/parents/guardians to record them at any time, including during instructional time. Nothing in this section is meant to interfere or waive certificated employees' rights under Education Code. In addition, it is understood that if a teacher's recorded content is planned to be used to support training for other teachers or any other purpose, the teacher will be informed prior to its use and have the opportunity to request that it not be utilized. Any such request shall be honored.

V: Transfer and Reassignments

- A. The parties agree to open a special Transfer and Reassignment window for the 2021-22 school year for 7 calendar days within 10 days of full execution of this agreement for bargaining unit members to submit their interest to transfer based upon the program details in this MOU. The process used to determine the placements into either program will follow the procedures outlined in the remainder of Article XI.
- B. If additional FTE are identified as being needed after the start of the school year, the parties shall meet to discuss the impact to teachers involved prior to the district taking any action.
- C. Meeks Academy Teachers shall be selected on a voluntary basis, per Education Code section 58503.

Miscellaneous

- A. All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect.
- B. The District and/or Association reserve the right to negotiate any additional impacts related to the Larry G. Meeks Academy in the 2021-22 school year.
- C. Both parties agree this MOU will be a reopener as part of the 2022-2023 contract negotiations.
- D. Both parties agree to mutually determine the need to reopen this MOU pending new state guidelines on independent study and distance learning for the 2021-22 school year.
- E. Both parties agree to open negotiations for grades 9-12 for the Virtual Academy in summer 2021 on or before June 21st, 2021.
- F. This MOU shall be in effect July 1, 2021 - June 30, 2022 or until incorporated into the collective bargaining agreement if after June 30, 2022.

	May 28, 2021		May 28, 2021
_____	_____	_____	_____
District Representative	Date	NTA Representative	Date