

**Tentative Agreement  
between the  
CETA and CUSD**

**August 14, 2018**

1. The District shall increase the certificated salary schedule by 3%, beginning July 1, 2018.
2. Health and Welfare Benefits (Section 10.5) will remain status quo.
3. Article 9—HOURS AND DAYS OF EMPLOYMENT

**9.3 Adjunct Duties**

Unit members at each site shall elect at least three (3) unit members to act as the site's Building Advisory Committee. **After receiving input from the site administration and the site members,** Each site's Building Advisory Committee shall develop a list of adjunct duties, and unit members shall self-select adjunct duties. Unit members employed on partial contracts shall perform adjunct duties on the same basis as their employment bears to full-time employment. If necessary, the Building Advisory Committee shall make final assignments.

4. Professional Learning Communities MOU—the following agreements are made by the parties to maximize the time available, during the work day, to complete the work of schools and PLCs. The MOU will be reviewed at the end of the 2018-19 school year by the parties.
  - A. Previously, the District provided 90 (ninety) minutes of meeting time for bargaining unit members to complete the mandatory trainings—Child Abuse and Sexual Harassment. Bargaining unit members shall now complete the training outside of meeting time.
  - B. The parties agree to the attached Joint Letter regarding Professional Learning Committees.
  - C. The parties further agree that Article 9, section 9.4, provides the opportunity for principals to extend up to four (4) regular meetings to 120 minutes (2 hours). The Association agrees that the principals may access this additional time to accomplish the work of the school and PLCs.
5. The parties agree to the rewritten Special Education Side Letter, which shall be in force and effect until such time as the parties choose to reconsider it.

6. The parties agree to the MOU for AB119.
7. The parties agree to the MOU modifying Article 4—Association Rights, specifically in light of the Supreme Court Decision of Janus versus AFSME and SB 866.

*Dora Benoit*  
For CUSD

8-14-18  
Date

*Samuel Smoot*  
For CUSD

*Pascilla Spencer*  
For CUSD

*Tommy D.*  
For CUSD

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For CUSD

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For CUSD

*Jelie Richard Cittadino*  
For CETA

8-14-18  
Date

*Mike*  
For CETA

*[Signature]*  
For CETA

*Catherine Hoag*  
For CETA

*Tom Miller*  
For CETA

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For CETA



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Joint Letter from CUSD and CETA  
Collaboration Time Further Understood  
August 10, 2018

The District and CETA agreed in 2016-17 to shift our Wednesday meeting schedule to provide more time for members to collaborate on the Team Cycle as Professional Learning Communities. After a full year of implementation, we — both the District and CETA — feel that further clarification is needed to foster greater understanding, usefulness, and benefit for the staff and schools as we continue to implement the PLC cycle.

Professional Learning Communities and Adhering to the Team Cycle:

1. Teams are responsible for building their agendas, which should reflect where the team is in the process of working through the Team Cycle. Teams are also responsible for sharing the outcome of their collaboration meeting time with administrators (in the format that has been agreed upon at the site).
2. Administrators are responsible for moving as much of the “faculty meeting” information as possible to a regular site communication (memo, blog, podcast, etc.) in order to maximize the amount of time for collaboration. When time is needed for a faculty meeting, it will be because it is necessary to have a face-to-face meeting.
3. In order to maximize the amount of time available for collaboration, members are responsible for accessing and understanding the information in the site communication so that time is not spent explaining things that can be read in advance.
4. PLCs will have norms to guide participants’ interactions and agendas that reflect where the team is in the Team Cycle. Members will actively work to stay on task during PLC time.
5. When professional development occurs that is applicable to the work of the PLC, team members will apply the learning at the appropriate point of the Team Cycle.
6. Administrators have both the right and responsibility to oversee the engagement and participation of staff in PLCs. This includes viewing the team notes, monitoring outcomes, and providing feedback and support. Administrators are expected to participate in PLCs in order to offer support and/or to observe where groups are in the Team Cycle. If assistance is needed, teams should talk to their administrator(s) to obtain help.

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MOU  
PROFESSIONAL LEARNING COMMUNITIES  
May 23, 2017

The Parties believe that the opportunity for teams to meet on a regular basis to discuss student learning is beneficial. In an effort to provide teachers with the time they need to work collaboratively using the Professional Learning Communities model, the Parties enter into this two-year agreement.

The purpose of the Professional Learning Community is for teachers to work collaboratively in ongoing inquiry using the Team Cycle to achieve better results for the students they serve (see attached). This allows staff to participate in teams to determine what students need and how to meet those student needs, and to allow teachers to become more knowledgeable and skilled at the craft of teaching. Teachers will develop common assessments that determine student mastery and will reflect on evidence of student learning and lesson integrity. They will also establish a repertoire of skills and strategies to respond to students who are struggling with or have already mastered concepts.

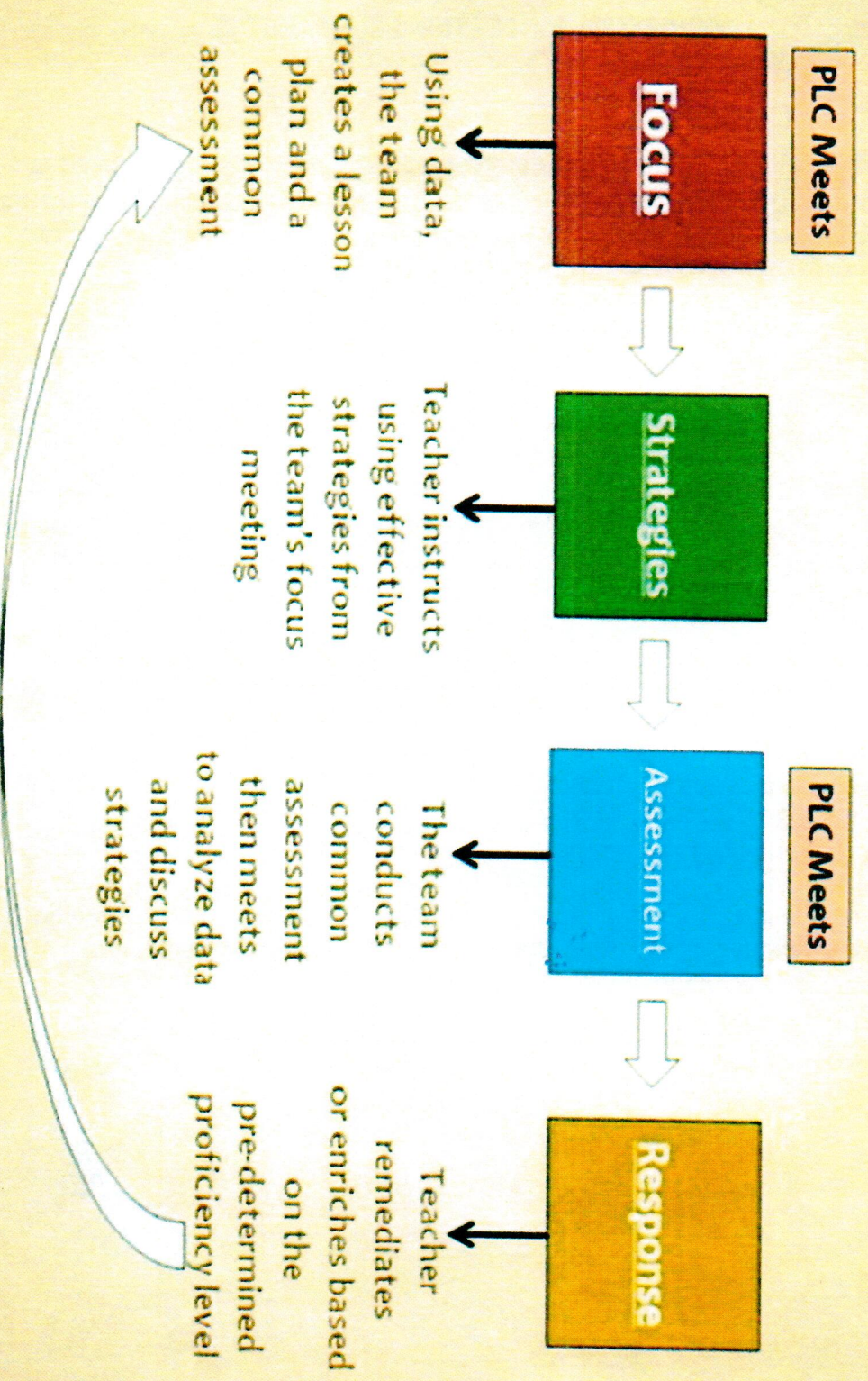
It is the intention of the District to provide up to 90 minutes on shortened Wednesdays for Professional Learning Communities, except as required for TK-3 Preparation Time. While it is understood that there will be times when a portion or all of a shortened Wednesday will need to be used for purposes other than Professional Learning Community time, such as for faculty meetings, in such situations the goal is that there will be at least one hour of collaboration time whenever possible.

Professional Learning Committees may be grade level, subject matter, job-alike (or some other configuration) with overall coordination by the site leadership team. Each PLC will keep an ongoing record of its work and common agreements.



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# The Team Cycle

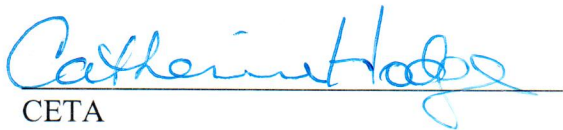


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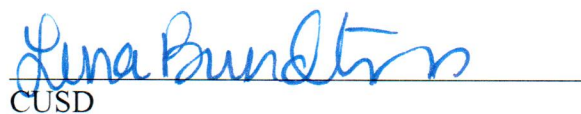
Memorandum of Understanding  
between  
Campbell Elementary Teachers Association and Campbell Union School District  
August 14, 2018

The purpose of this Memorandum of Understanding is to implement Assembly Bill 119 (Gov't Code §§3555-3559). The parties agree as follows:

1. The Campbell Elementary Teachers Association shall have up to 60 minutes, including lunch, or less, if lunch isn't a component of CETA's time, at the New Teacher Orientation meeting, every new school year. This time is for the purposes of discussing the union and the benefits of belonging to the Campbell Elementary Teachers Association, CTA/NEA with potential new members.
2. The District shall provide new hire information to the Association President, as soon as possible, but at least within 10 work days of the employee's first day of hire.

  
CETA

8-14-18  
Date

  
CUSD

8-14-18  
Date



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**Memorandum of Understanding**  
between the Campbell Elementary Teachers Association (CETA)  
and the Campbell Union School District (CUSD)  
August 14, 2018

The Parties to this Memorandum of Understanding, the Campbell Elementary Teachers Association (CETA) and the Campbell Union School District (CUSD), agree to amend Article 4 of the parties' collective bargaining agreement as follows, effective June 27, 2018, to comply with the recent Supreme Court Decision, *Janus v. AFSCME Council 3*, and California Senate Bill 866:

4.4 Service Fee and Maintenance of Membership

4.4.1 Employee Rights

The District and CETA/CTA/NEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory. An employee has the right to choose to be an active member of CETA/CTA/NEA. ~~either: to become a member of the Association; or, to pay to the Association a fee for representation services; or to refrain from either of the above courses of action based upon the grounds set forth in Section 4.4.6 below.~~

4.4.2 Payroll Deductions

4.4.2.1 The Association shall be provided continuous payroll deductions of unified dues of active members. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this Section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this

Section.

4.4.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least thirty (30) calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of the change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, and increase or decrease in authorized deductions by a member(s) for Association approved items.

4.4.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

4.4.2.4 Any Agency Fee payer under the superseded version of this Article, as well as any potential member who does not make application for membership upon being hired by SCUSD, shall not have membership or agency fee dues deducted from his/her pay warrant.

4.4.2.5 The parties agree that membership—adding new members, maintaining current members, or dropping members who complete the process with CETA to do so—is entirely a function of the union, and no part of the Collective Bargaining Agreement may interfere with the union membership process.

4.4.2.6 The District shall not end dues deductions for a member who wishes

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to terminate his/her membership until the CETA/CTA/NEA notifies the District that the request to drop membership has been processed by the CTA.

#### 4.4.3 Payment Method and Association Certification Requirements

~~4.4.3.1 A bargaining unit member who does not fall within the exempted categories as set forth in Section 4.4.6 below, and who has not voluntarily made application for membership in the Association within the thirtieth (30th) day following the date upon which the employee has been formally hired by the District as a bargaining unit member, must as a condition of continued employment in the District pay to the Association a service fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of any unit member who is not a member of the Association.~~

~~4.4.3.2 In the event that a unit member does not become a member of the Association or does not pay a service fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 4.4.2 of this Agreement and pursuant to the Government Code.~~

~~4.4.3.3 Prior to beginning automatic payroll deduction, the Association will certify to the District in writing that:~~

~~(1) — the unit member whose pay is to be affected by the deduction has:~~

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- (a) ~~refused to join the Association;~~
  - (b) ~~refused to tender the amount of the service fee as defined in this Article; and~~
  - (c) ~~not applied for an exemption under Section 4.4.6 of this Article; and~~

~~(2) the Association is complying with current Public Employment Relations Board regulations regarding "Notification of Nonmember," "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."~~

~~4.4.3.4 The written certification of 4.4.3.3 above shall be a condition precedent to the District's collection of the service fee.~~

4.4.3.5 (1) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

(2) The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

(3) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required



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deductions have priority over Association dues and service fees.

#### 4.4.4 Amount of Service Fee

~~4.4.4.1 — The service fee collected from bargaining unit members pursuant to Section 4.4.6 shall be that allowed by Government Code Section 3540.1(i)(2).~~

~~4.4.4.2 — (1) — Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated service fee.~~

~~(2) — Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated service fee.~~

~~(3) — Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions; except that the election as to membership or payment of a fee as set forth in this Article must be exercised within the first ten (10) workdays upon return to paid status.~~

~~4.4.4.3 Any dispute as to the amount of service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board. 5~~

#### Annual Verification of Service Fee by Association

~~The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.~~

#### 4.4.6 Unit Members Exempted from Obligation to Pay Service Fee

~~4.4.6.1 Any unit member shall be exempted from the requirements of a service fee if the unit member is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Government Code Section 3540.1(d).~~

~~4.4.6.2 An exempt unit member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to a service fee to: (Any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Charities shall be non-religious or non-labor organizations.)~~

~~4.4.6.3 The unit member shall submit an affidavit to the District and Association explaining the basis for the unit member's objection to the payment of the service fee.~~

~~4.4.7 District's Obligations~~

~~The District's obligations under this Article are: (1) to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of employment in the District, the unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts pursuant to Sections 4.4.2 and 4.4.3. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established in this Article.~~

~~4.4.8 Hold Harmless and Indemnity Provision~~

~~4.4.8.1 The California Teachers Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims or disputes which are actually filed against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Reimbursement shall include costs and attorney's fees incurred by the District.~~



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**SIDE LETTER- SPECIAL EDUCATION SUPPORT**

To: Catherine Hodge, CETA President  
Cc: Lisa Vieler, CTA Field Representative  
From: Lena Bundtzen, Assistant Superintendent, HR  
Date: May 14, 2018  
RE: SIDELETTER AGREEMENT- Special Education Support

CUSD and CETA enter into this agreement effective for the 2018-19 school year. The purpose of this agreement is to provide support for Special Education teachers throughout the school year.

- Release days will be available to Special Education teachers for the purpose of managing significantly impactful caseload issues. The Special Education teachers shall request a release day, or part of a day, through the Special Education Department. The Special Education Department will inform the teacher of available release dates. The teacher will select from the dates given and confirm a date with the Special Education office. Approval is required.
- The District will provide up to four additional hours per instructional assistant to meet with the Special Education teachers. If there is more than one instructional assistant, it is strongly encouraged that the entire team meet.
- Special Education teachers will not be pulled from their prep period to attend to their own student(s)' needs, unless the teacher agrees or the administrator directs the teacher to provide assistance. In the rare instance when a teacher is pulled from his or her prep, the prep time will either be made up within three weeks of the missed prep, or the teacher will be paid for that period at the rate of 1.25 of their hourly rate.
- Within the first 30 student contact days of the 2018-19 school year, the members with three (3) or more grade levels in their SDC classrooms will participate in a meeting with the Special Education Director or designee to determine if support and assistance may be needed to help make the delivery of multiple grade levels instruction more effective. A report of the meetings, participants, issues discussed and supports to be implemented shall be generated and provided to CUSD and CETA (See attached form or documentation/signature). Additional meetings, with the SDC teacher and the Special Education Director or designee shall occur once per trimester, to determine if the initial needs have changed or supports are successful. CUSD and CETA shall meet by November 1, March 5 and May 15 to review the reports and determine if the process was successful. This issue shall be an automatic reopener to impact the 2019-20 school

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years. Please see attached document to be signed by SDC teacher and SpEd designee on November 1<sup>st</sup>, March 5<sup>th</sup> and May 15<sup>th</sup>.

This side letter sunsets on June 30, 2019, unless extended by the parties.

CUSD  
Lena Bundtzen 8-14-18  
Lena Bundtzen                      Date

CETA  
Catherine Hodge 8-14-18  
Catherine Hodge                      Date



# CUSD Special Education 2018-19 Side Letter Meeting Form

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JB 8-14-18

## Meeting Notes

<b>Meeting Topic</b>	2018-19 Side Letter Meeting		
	<input type="radio"/> I <input type="radio"/> II <input type="radio"/> III		
<b>Staff</b>	Admin: _____ Teacher: _____		
<b>Date:</b> _____	<b>Mtg Time:</b> _____	<b>From</b> ____:	<b>To</b> ____:
<b>Location</b>		<b>Note Taker</b>	

## Agenda

	Check-in
	Classroom concerns
	Student Concerns
	Staff Concerns
	Curriculum/Materials
	IEP/Compliance Concerns
	Specific Issues/Concerns

## Meeting Summary & Action Items


## Action Items

#	Task- brief description	Person Responsible	Due Date	Completed
1				
2				
3				
4				

## Agenda for next meeting:

Data or action items to collect and bring to next meeting:
Reflection:
Date for next meeting:

## Participants:

\_\_\_\_\_  
Special Ed. Administrator Date

\_\_\_\_\_  
CUSD Special Ed. Teacher Date

## Please select your release day if needed at this time:

Trimester 1: September 6, 2018; September 11, 2018; No release day needed at this time  
 Trimester 2: February 25, 2018; March 4, 2019; No release day needed at this time  
 Trimester 3: April 22, 2019; May 6, 2019; No release day needed at this time