

Colton Joint Unified School District & ACE/CTA/NEA

July 1, 2024 To June 30, 2027 (2024-2025 Bargaining Cycle)

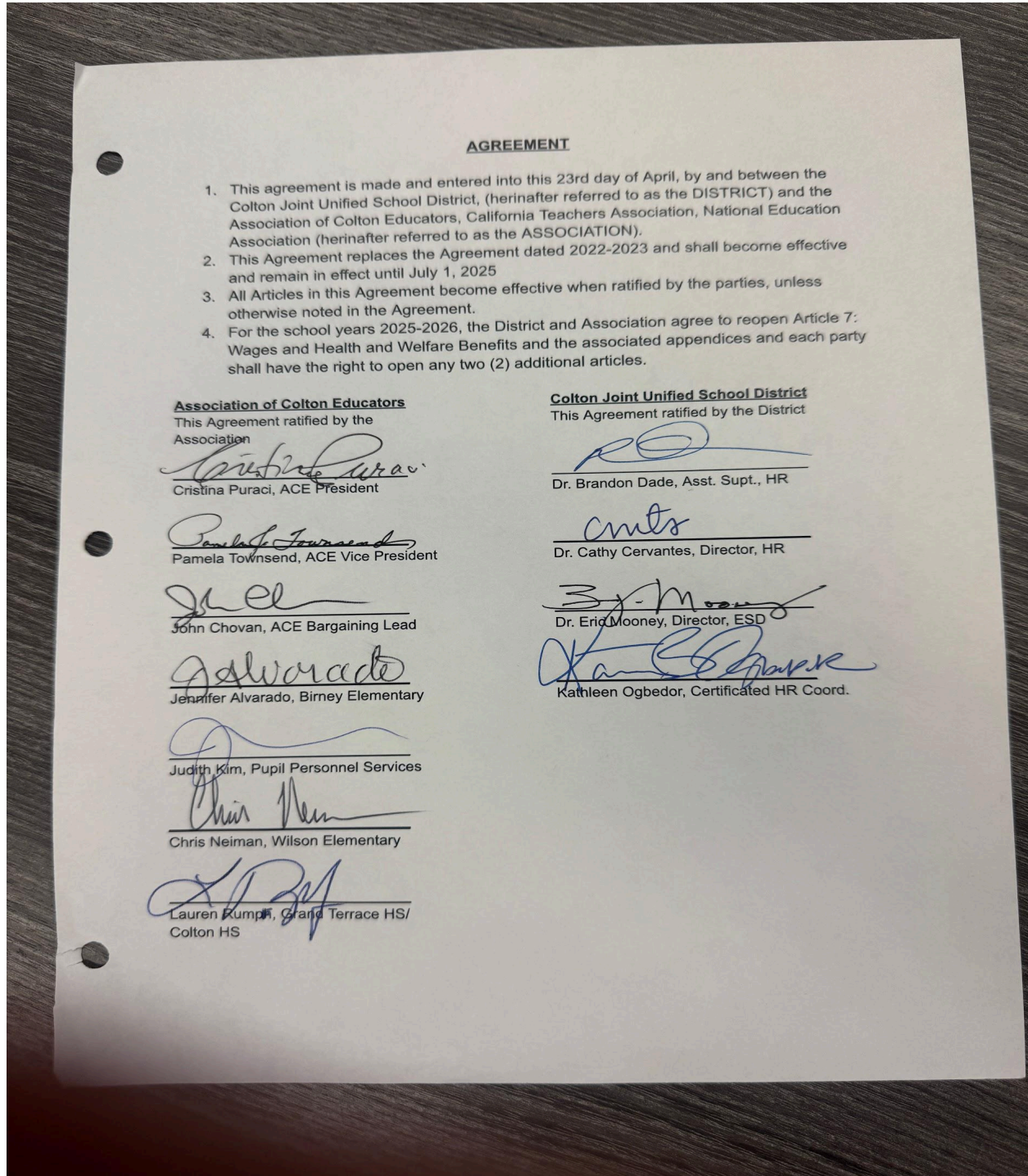


TABLE OF CONTENTS

AGREEMENT AMENDMENT

ARTICLE 1: RECOGNITION

- Section 1.1-Exclusive Representative
- Section 1.2-Classification
- Section 1.3-Unit Member Work

ARTICLE 2: NOTICE

ARTICLE 3: DISTRICT RIGHTS

- Section 3.1-District Powers, Rights, & Authority
- Section 3.2-Limitation
- Section 3.3-Emergencies

ARTICLE 4: ASSOCIATION RIGHTS

- Section 4.1-Facilities
- Section 4.2-Communication
- Section 4.3-Right of Access
- Section 4.4-Reasonable Times
- Section 4.5-District Meeting/Financial Information
- Section 4.6-Association Calendar
- Section 4.7-Association Leave
- Section 4.8-Release Time President
- Section 4.9-Release Time Other Association Members

ARTICLE 5: ASSOCIATION CONSULTATION

- Section 5.1-Right of Consultation
- Section 5.2-Consultation Committee
- Section 5.3-District Wide In-service

ARTICLE 6: ASSOCIATION SECURITY

- Section 6.1-Payroll Deduction of Membership Dues
- Section 6.2-Changes to Dues Deductions
- Section 6.3-Remitting Dues
- Section 6.4-New Bargaining Unit Member Information
- Section 6.5-Bargaining Unit Member Information
- Section 6.6-Association Access to New Employees

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

ARTICLE 7: WAGES AND HEALTH AND WELFARE BENEFITS

- Section 7.1-Total Compensation
- Section 7.2-Wages
- Section 7.3-Fringe Benefits
- Section 7.4-Unit Members on Leave of Absence
- Section 7.5-Benefits Advisory Committee
- Section 7.6-Twelve Payment Option
- Section 7.7-Payment for Services Beyond Regular Assignment

ARTICLE 8: HOURS OF EMPLOYMENT

- Section 8.1-Workday
- Section 8.2-Duty Hours, Assignments
- Section 8.3-Evening Activities
- Section 8.4-Ending Times
- Section 8.5-Minimum Days
- Section 8.6-Planning Time
- Section 8.7-Contact Time
- Section 8.8-Psychologists' Work Hours
- Section 8.9-Scheduled Workdays
- Section 8.10-Calendar
- Section 8.11-Work Year (Emergency Language)
- Section 8.12-Itinerant Unit Members
- Section 8.13-Substitute Options
- Section 8.14-Dress Code During Hours of Employment
- Section 8.15-Parent Conferences
- Section 8.16-Unit Members Traveling from Classroom to Classroom Daily
- Section 8.17-Preparation Days

ARTICLE 9: CLASS SIZE

- Section 9.1-Planning Class Size
- Section 9.2-Adjustments
- Section 9.3-Class Size Maximums and Averages
- Section 9.4-Caseload Sizes
- Section 9.5-Legal Requirement

ARTICLE 10: EVALUATION PROCEDURES

- Section 10.1-General
- Section 10.2-Evaluation Criteria
- Section 10.3-Specific Evaluation Procedures
- Section 10.4-Assistance Plan
- Section 10.5-Performance that is Unsatisfactory
- Section 10.6-District Rights

ARTICLE 11: PERSONNEL FILES

- Section 11.1-District Files
- Section 11.2-Inspection of File
- Section 11.3-Identification
- Section 11.4-Access
- Section 11.5-Exclusions

ARTICLE 12: TRANSFER POLICY

- Section 12.1-Definition
- Section 12.2-Assignments
- Section 12.3-Request for Transfer
- Section 12.4-Posting of Positions
- Section 12.5-Unit Member Initiated Transfer
- Section 12.6-Conference
- Section 12.7-Withdrawal
- Section 12.8-Administrative Transfers
- Section 12.9-Selection
- Section 12.10-Qualifications
- Section 12.11-Affirmative Action and Comparability Requirements
- Section 12.12-Frequency
- Section 12.13-Legal Compliance
- Section 12.14-Notice
- Section 12.15-Assistance
- Section 12.16-Year Round Education Transfer Policy

ARTICLE 13: LEAVE POLICIES

- Section 13.1-Definition
- Section 13.2-Sick Leave
- Section 13.3-Personal Necessity Leave
- Section 13.4-Bereavement Leave
- Section 13.5-Immediate Family Defined
- Section 13.6-Leave for Pregnancy Disability
- Section 13.7-Parental Leave
- Section 13.8-Industrial Accident Leave
- Section 13.9-Judicial Leave
- Section 13.10-Military Leave
- Section 13.11-Other Leaves Without Pay
- Section 13.12-FMLA (Family Medical Leave Act of 1994)
- Section 13.13-Sick Leave Bank
- Section 13.14-Short Term Leave
- Section 13.15-Unqualified Leave
- Section 13.16-Public Office Leave
- Section 13.17-Sabbatical Leave

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT

- Section 14.1-Safe Working Conditions
- Section 14.2-Student Suspension and Expulsion
- Section 14.3-Suspension by Administration (from school)
- Section 14.4-Referral by Teacher
- Section 14.5-Pupil Transportation
- Section 14.6-Student Control
- Section 14.7-Assault

ARTICLE 15: GRIEVANCE PROCEDURES

- Section 15.1-Definition
- Section 15.2-General Provisions
- Section 15.3-Levels
- Section 15.4-Waivers
- Section 15.5-Association Representatives

ARTICLE 16: PRE-RETIREMENT PROGRAM

ARTICLE 17: EMPLOYMENT AFTER RETIREMENT PLAN

ARTICLE 18: MEDICAL COVERAGE FOR RETIREES

ARTICLE 19: TEACHER INDUCTION PROGRAM

- Section 19.1-Induction
- Section 19.2-Candidate Teachers
- Section 19.3-Reflective Coaches
- Section 19.4-Prime Evaluator
- Section 19.5-Induction
- Section 19.6-Educator Support Committee
- Section 19.7-Reflective Coach
- Section 19.8-Budget Priorities and Considerations
- Section 19.9-Other Provisions

ARTICLE 20: PEER ASSISTANCE AND PEER REVIEW

- Section 20.1-Participating Teachers
- Section 20.2-Consulting Teacher
- Section 20.3-Evaluator
- Section 20.4-Peer Assistance and Review Program Components
- Section 20.5-Program Process for a Referred Participating Teacher
- Section 20.6-Educator Support Committee
- Section 20.7-Consulting Teacher Requirements
- Section 20.8-Budget Priorities and Considerations
- Section 20.9-Other Provisions

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

ARTICLE 21: SHARED CONTRACT EMPLOYMENT

- Section 21.1-Definition
- Section 21.2-Eligibility
- Section 21.3-Selection of Position and Applications
- Section 21.4-Procedures
- Section 21.5-Shared Contracts
- Section 21.6-Compensation
- Section 21.7-Time Requirements
- Section 21.8-Return to Full-Time Position

ARTICLE 22: DISCIPLINE

ARTICLE 23: YEAR-ROUND EDUCATION

- Section 23.1: Introduction
- Section 23.2-Track Selection
- Section 23.3-Intersessions
- Section 23.4-Preparation Days
- Section 23.5-Rovers
- Section 23.6-Substitute Options
- Section 23.7-Flexible Scheduling
- Section 23.8-Working Conditions
- Section 23.9-Miscellaneous
- Section 23.10-Special Services
- Section 23.11-Evaluation
- Section 23.12-Salary

ARTICLE 24: SPECIAL EDUCATION

- Section 24.1-Definition
- Section 24.2-Transfer Reassignment
- Section 24.3-Individual Education Program (IEPs)
- Section 24.4-Evaluation Rights
- Section 24.5-RSP Extended Year
- Section 24.6-Specialized Health Care Procedures
- Section 24.7-Professional Development
- Section 24.8-Program Support
- Section 24.9-Impact of Special Ed Population General Ed Classrooms
- Section 24.10-Collaboration
- Section 24.11-Classroom Supplies

ARTICLE 25: OTHER PROGRAMS

Section 25.1-Summer School

Section 25.2-Intensive Instruction Program

Section 25.3-Adult Education

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATIONS

ARTICLE 27: SUPPORT OF AGREEMENT

ARTICLE 28: EFFECT OF AGREEMENT

ARTICLE 29: SAVINGS

APPENDIX I: SALARY SCHEDULE

A. Credit for Teaching or Other Certificated Service

B. Classification Placement

APPENDIX II: RATIO FOR NON-TEACHING ASSIGNMENTS

APPENDIX III: EXTRA DUTY & MISCELLANEOUS

APPENDIX IV: COACHING/ACTIVITY PAY

APPENDIX V: REQUEST FOR FORMS

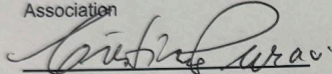
APPENDIX VI: TERMS

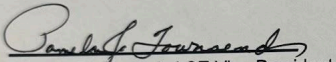
AGREEMENT

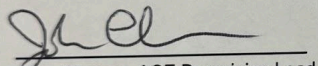
1. This agreement is made and entered into this 23rd day of April, by and between the Colton Joint Unified School District, (hereinafter referred to as the DISTRICT) and the Association of Colton Educators, California Teachers Association, National Education Association (hereinafter referred to as the ASSOCIATION).
2. This Agreement replaces the Agreement dated 2022-2023 and shall become effective and remain in effect until July 1, 2025
3. All Articles in this Agreement become effective when ratified by the parties, unless otherwise noted in the Agreement.
4. For the school years 2025-2026, the District and Association agree to reopen Article 7: Wages and Health and Welfare Benefits and the associated appendices and each party shall have the right to open any two (2) additional articles.

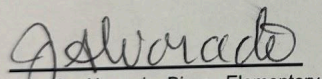
Association of Colton Educators

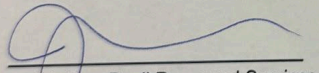
This Agreement ratified by the
Association

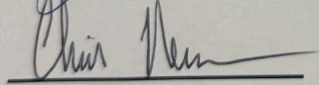

Cristina Puraci, ACE President

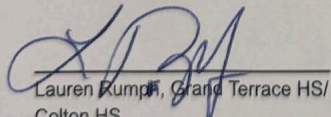

Pamela Townsend, ACE Vice President


John Chovan, ACE Bargaining Lead


Jennifer Alvarado, Birney Elementary

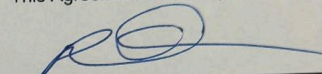

Judith Kim, Pupil Personnel Services

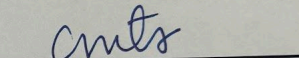

Chris Neiman, Wilson Elementary

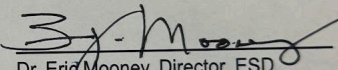

Lauren Rumpf, Grand Terrace HS/
Colton HS

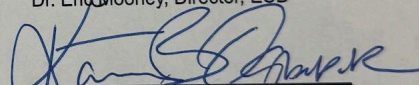
Colton Joint Unified School District

This Agreement ratified by the District


Dr. Brandon Dade, Asst. Supt., HR


Dr. Cathy Cervantes, Director, HR


Dr. Eric Mooney, Director, ESD


Kathleen Ogbedor, Certificated HR Coord.

ARTICLE 1: RECOGNITION

Section 1.1-Exclusive Representative. Pursuant to the requirements of the California Government Code Sections 3540, et seq. The District recognizes the Association as the exclusive representative of the Unit described as follows: All full- and part-time contract certificated employees of the District excluding the management, confidential, and supervisory employees listed below:

1. Superintendent
2. Assistant Superintendents
3. Directors
4. Assistant Directors
5. Supervisors
6. Consultants
7. Principals
8. Assistant Principals
9. Coordinators
10. Specialized Funded Programs as listed: Drug & Mental Health

Also excluded are: Day to Day Certificated Substitutes Teachers and/or Casual Employees

Section 1.2-Classification. The District shall consult with the Association on all new job classifications and their placement in Section 1 prior to the posting of said new job classifications.

Section 1.3-Unit Member Work. The District recognizes that the professional duties performed by bargaining unit members, as defined in this Article, shall not be assigned to classified employees. The District will meet and confer with the bargaining unit prior to contracting out certificated duties.

ARTICLE 2: NOTICE

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery or by mailing the same by United States mail, or District mail, to the party entitled thereto at the address set forth below:

DISTRICT: ASSISTANT SUPERINTENDENT, HUMAN RESOURCES
COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 VALENCIA DRIVE
COLTON, CALIFORNIA 92324
(909) 580-5000 ext. 6680 FAX: (909) 872-6452

ASSOCIATION: PRESIDENT
ASSOCIATION OF COLTON EDUCATORS
190 WEST 'H' STREET, SUITES 101 & 102
COLTON, CALIFORNIA 92324
(909) 825-0332 FAX: (909) 825-0720

Either party may change the address to which notice shall be given by a notice sent in accordance with the provision of the Article.

ARTICLE 3: DISTRICT RIGHTS

Section 3.1-District Powers, Rights, and Authority. It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of unit members, determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work when unit members are not available to perform such work; and take action on any matter in the event of an emergency as provided in Section 3 therein. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

Section 3.2-Limitation. 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 the use of judgment and 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 law.

Section 3.3-Emergencies. The District retains its right to suspend this Agreement in cases of emergency for the reasonable period of time required by the emergency. Emergencies shall include, but not be limited to, national, state, or county declared emergencies and natural disasters. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights.

ARTICLE 4: ASSOCIATION RIGHTS

Section 4.1-Facilities. The Association shall have the right to use District facilities at reasonable times, provided that requests for use of facilities other than classrooms be submitted on the regular District form provided for such use. If such facility is equipped with an alarm detection system, it is the responsibility of the Association representative using the facility to “code in” and “code out” with the alarm company in order to maintain appropriate security conditions.

Section 4.2-Communication. The Association shall have the exclusive use of bulletin boards, not less than four feet (4') by four feet (4'), in locations convenient to all unit members. The Association shall have the right to use the District's electronic mail service according to Board Policy 1160 and 1325, and employee mailboxes for the dissemination of information concerning Association business provided that, given any general distribution, the Association email or provide 15 courtesy copies to the Assistant Superintendent, Human Resources. All postings for bulletin boards or items for employee mailboxes must contain the identification of the Association and, if appropriate, the date of removal. The District will pick up school district intra-district mail from the Association office on each school day during the regular school year. Such pick up and delivery will be subject to any state or federal regulations covering mail service.

Section 4.3-Right of Access. Association representatives shall be permitted to transact official Association business on school property at reasonable times. Such business shall not be conducted while affected unit members are providing instruction to students or performing assigned duties. Association activities or meetings with unit members shall not interfere with the education of students, nor shall they interfere with the work of classified or administrative personnel. If the Association representative is not an employee (president/designee) assigned to the work site, then he/she must check in upon arrival at the administration office or at the office of the person with supervisory responsibility for the site. The rules expressed herein shall not apply to Association business conducted after the regular workday.

Section 4.4-Reasonable Times. “Reasonable time” shall include only that time before and after the regular workday, during the duty-free lunch period, during the preparation/conference period of that unit member, or that time when the unit member is not in direct contact with students or performing other scheduled duties.

Section 4.5-District Meeting/Financial Information. The District, upon request by the Association, shall furnish one copy, without charge, of all available information concerning the financial resources of the District. Such information shall include, but not be limited to, annual financial reports and audits as may be required by the state or county office of education. The District shall provide to the Association, upon request, any information the District produces in the course of its regular business and is a matter of public record.

Section 4.6-Association Calendar. The first and third Mondays of each calendar month shall be set aside and designated exclusively for Association business. Said business shall be conducted after the workday unless changed by mutual agreement. No District meetings shall be scheduled at any time, which might conflict with Association meetings on these days.

Section 4.7-Association Leave. The Association shall be entitled to fifteen (15) District paid days of release time for Association business plus forty-five (45) days of release time whereby the Association will pay the substitute costs, unless there is mutual agreement between the Director of Human Resources and the ACE President that a substitute is not needed for that unit member.

Section 4.8-Release Time-President.

- a. The President of the Association shall be released from his/her regular duties to the District for the full term of this Agreement.
- b. The President of the Association shall be contracted for the same work year as the President's current position. By July 1st of each school year, the President of the Association shall provide to the District Superintendent or designee, a tentative work calendar for that school year.
- c. The President of the Association shall be paid in the same manner as if the person were a regular employee of the District, and shall suffer no reduction in salary, step, fringe, or other benefits. If the President of the Association is absent from regular duties for no more than four (4) years, the President of the Association shall also be guaranteed the right to return to the site and position occupied before taking office if said position would have still been available in the normal course of events. If the President of the Association is absent from normal duties for more than four (4) years, a regular position within the District shall be guaranteed.
- d. The President of the Association will receive full State Teachers' Retirement System (STRS) service credit for all contracted work days to the extent permitted by law and by STRS.
- e. The Association shall reimburse the District 50% of salary and benefits for the release of the Association President for the regular work year. The method of payment for these costs shall be semi-annual.

Section 4.9-Release Time-Other Association Members.

Any days of release shall be submitted on a District's attendance form D-61N. Release time used for negotiations or other activities, which are reimbursed by mandated costs shall not be counted against the release time provision of this agreement and the Association shall not be billed for the substitute costs of such days. The Association shall be billed for substitute costs by the District once a month. The Association shall report all absences to the immediate supervisor including required documentation, such as negotiation of the contract, impasse proceedings, grievances, and/or unfair labor practice charges for mandated cost reimbursement on a monthly basis for Association Business Leave.

ARTICLE 5: ASSOCIATION CONSULTATION

Section 5.1-Right of Consultation. The District acknowledges the right of the Association to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

Section 5.2-Consultation Committee. A committee of three (3) unit members, appointed by the Association, and one (1) or two (2) District appointed management personnel will consult, upon written request, on any issues concerning definition of educational objectives, the determination of the content of courses, curriculum, and the selection of textbooks as provided for in Section 5.1 above. Either the Association or the District may request such consultation with five (5) days written notice. Recommendations resulting from this consultation will be forwarded to the Superintendent.

Section 5.3-District Wide In-service. The District will notify the Association of any scheduled District-wide In-service training day, which will require the participation of all unit members. The Association shall have the right to consult upon the content and agenda of District-wide In-service Training. Should the Association wish to consult regarding the in-service, it must notify the District within five (5) work days of the notification.

ARTICLE 6: ASSOCIATION SECURITY

Section 6.1-Payroll Deduction of Membership Dues. Any application or authorization of membership in the Association of Colton Educators/CTA/NEA, shall be delivered to and maintained by the Association. The Association shall be responsible for notifying the District of unit members' authorization to deduct unified membership dues, initiation fees and general assessments in the Association. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences thirty (30) days or more after submission to the District's Payroll Office.

Section 6.2-Changes to Dues Deductions. Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.

Section 6.3-Remitting Dues. With respect to all sums deducted by the District pursuant to Sections 6.1 above, 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, indicating any changes in personnel from the list previously furnished.

Section 6.4-New Bargaining Unit Member Information

- a) The District shall provide the Association with contact information on newly hired employees. The information will be provided electronically no later than thirty (30) days after the date of hire. This contact information shall include the following items, if included in District records, with each field in its own column.
 - 1. First Name, Middle Initial, Last Name
 - 2. Home Address
 - 3. Phone Number(s)
 - 4. Work Location
 - 5. Job Title
 - 6. Hire Date

Section 6.5-Bargaining Unit Member Information

- a) The District shall provide the Association with a list of all bargaining unit member names and contact information. This information will be provided electronically by October 1st of each school year. This contact information shall include:
 - 1. First name, Middle Initial, Last Name
 - 2. Home Address
 - 3. Phone Number(s)
 - 4. Work Location
 - 5. Job Title
 - 6. Hire Date
 - 7. An indication of any Unit Members on Unpaid Leave
 - 8. An indication of whether the District is deducting dues for membership

Section 6.6-Association Access to New Employees

- a) New Employee Orientation-The onboarding process of 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.
- b) Scheduling of Orientation-The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president not less than ten (10) days in advance of meetings that may occur throughout that year. Shorter notice may be provided by the District in specific instances where there is an urgent need critical to the District's operations that was not reasonably foreseen.
- c) Association Time Provided-The Association shall be provided up to thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time shall be structured within the meeting agenda. District administration will not be present at the orientation/onboarding meeting during the Association's time. The Association is entitled to invite vendors and CTA/NEA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
- d) Membership Application-The District shall include the Association membership application in any new employee employment packet of District materials provided to any newly hired employee. The Association shall provide the copies of the Association membership application forms to the District for distribution.

ARTICLE 7: WAGES AND HEALTH AND WELFARE BENEFITS

Section 7.1-Total Compensation. The Association recognizes that changes in step and column and health benefits costs are factors in determining the dollars available for compensation.

Section 7.2-a-Wages. The certificated salary schedule in Appendix I-OV shall be increased by a total of 6% effective July 1, 2023.

All unit members in paid status as of the date that the Board approves a tentative agreement shall receive a one-time 3% off-schedule salary payment for the 2023-2024 school year based on the new salary schedule.

The District will apply monies to cover the cost of all HMO plans for the 2023-2024 and 2024-2025 school year.

The District and Association agree to close negotiations for Article 7 for the 2024-2025 school year. However, if the CA COLA is revised higher than 5% for the 2024-2025 school year, the District and Association will reopen Article 7.

Section 7.2.b-President Salary. Effective July 1, 2022, an additional 0.06% has been allocated for the purpose of continued implementation of the Association President's full-time release compensation.

Section 7.3-Fringe Benefits. The District will provide full-time unit members and their qualified dependents with Delta Dental [or an HMO style (prepaid) dental plan] and a Kaiser HMO medical plan. Unit members may also select a different approved HMO medical plan that will include vision coverage. On a pro-rated basis, benefit eligible unit members working a shared contract will also participate. Any medical or dental plan changes will be implemented on July 1 of each year. The PPO medical plan will continue to be a buy-up via payroll deduction. Any changes to medical plans will be subject to the mutual agreement between the District and Association.

- a. Effective July 1, 2017, the District shall move the existing Anthem Blue Cross plans to California Schools Employee Benefit Association (CSEBA) Blue Shield plans.
- b. Unit Members Hired After December 31, 2011-The District shall fully fund on behalf of the unit members and their qualified dependents hired on January 1, 2012, or thereafter, the second lowest cost HMO plan offered. If the unit member chooses to participate in a more expensive hospitalization/medical or dental plan offered by the District, the unit member shall pay the additional cost through monthly payroll deduction. Beginning with the 2021-2022 fiscal school year, the District will cover the cost of the Blue Shield Access+ plan assuming it remains the second lowest HMO plan. Unit members who are temporary or regular certificated employees on December 31, 2021 are not subject to this provision.
- c. Unit Members Hired After December 31, 2011-the District shall fully fund on behalf of the unit members (and their qualified dependents) hired on January 1, 2012 or thereafter, the Delta Dental PPO plan.

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

Section 7.4-Unit Members on Leave of Absence. Unit members on a Board-authorized leave of absence without pay shall have the option of continuing with the District health and dental insurance at their own expense during the period of unpaid leave.

Section 7.5-Benefits Advisory Committee.

- a. The District shall pay all increases for the current health insurance plans through June 30, 2025.
- b. The District and Association agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs and making recommendations.
- c. The District and Association agree that the bargaining unit will be an equal participant in the Benefits Advisory Committee. The Association shall have the same number of positions on the Benefits Advisory Committee as the District and CSEA.
- d. The Benefits Advisory Committee shall be advisory only.
- e. The Benefits Advisory Committee will continue to meet on a regular basis in order to monitor the health plans.
- f. Recommendations of the Committee shall be subject to collective bargaining between the Association and the District.

Section 7.6-Twelve Pay Option.

The Association and District agree the annual salaries set forth in this Agreement shall be paid in twelve (12) installments to all unit members, payable on the first (1st) working day of each month with appropriate deductions as mutually agreed between the District and the Association. The first of such installments shall begin August 1 of each subsequent year.

Section 7.7-Payment for Services Beyond Regular Assignment.

Payment for services in addition to the unit member's regular assignment shall be made no later than the first day of the month or aligned with District pay periods following the submission of Completion of Assignment forms or Extra Duty Time sheets in accordance with District deadlines.

ARTICLE 8: HOURS OF EMPLOYMENT

Section 8.1-Workday.

- a. The regular workday for all unit members represented by the ACE/CTA/NEA bargaining unit shall be seven and one quarter (7¼) hours unless shown differently in this Article or in Appendix II. All unit members who are assigned to a full teaching schedule on a daily basis shall have: a. Planning time, b. A duty-free lunch break of not less than thirty (30) minutes, and c. scheduled recess times included within their regular workday shall be made on a fair and equitable basis. All other unit members shall have a duty-free lunch period of not less than thirty (30) minutes, and will schedule their work time, including breaks, in order to effectively complete their assigned duties.
- b. For purposes of this contract, a half time assignment is considered four (4) hours at elementary, four (4) periods at middle school, and three (3) periods at high school.

Section 8.2-Duty Hours, Assignments. During the workday, unit members shall be at their assigned work location and responsible for instructional and other assigned duties unless specifically excused by the site administrator. Specific duty hours and schedule of assignments of unit members will be established by the site administrator or immediate supervisor.

- a. In addition to the above seven and one quarter (7¼) hours minimum time, unit members shall be responsible for an additional four (4) hours per month, as may be required by the Administration, for the purpose of holding faculty meetings and in-service. Said meetings shall not exceed more than sixty (60) minutes beyond the normal seven and one quarter (7¼) hours duty day. Meetings shall be scheduled five days in advance unless an emergency exists that precludes the notice. Absent an emergency, the principal shall not schedule a staff meeting after the duty day on Open House or Back to School Nights.
- b. On days when unit members are scheduled to work, but students are not scheduled to be present and specific duty hours and/or schedule of assignments are altered (i.e. staff, curricular, in-service meetings), the workday shall not be extended beyond the 7¼ hours inclusive of a one (1) hour lunch.
- c. In addition to the above, each unit member, within the workday, will be responsible for other professional obligations and instructional duties which include: collaboration, assessment, planning, selecting, and preparing materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; supervising aides as assigned; attending departmental and grade level meetings; participating in approved professional activities relating to the unit member's assignment; and assuming responsibility for the proper use and control of District property, materials, supplies, and equipment; supervising pupils; serving on committees providing advice and service to the District; and participating in approved staff development programs.
 1. For the purposes of this article the unit member shall determine the lesson plan format. Lesson plans shall include:
 - a) Learning Objective(s) based on content standards and CA ELD standards used in tandem (when English learners are rostered)

- b) Learning Activities
 - c) A method of checking for student understanding
- 2. All unit members shall have lesson plans visible and readily available for submission. Non-permanent unit members may be required to turn in lesson plans on a weekly basis. The unit member shall determine the day on which they shall submit lesson plans.
- d. If a time conflict exists between two or more scheduled meetings, the site administrator shall designate the meeting the unit member is to attend. All campus supervision duties shall be assigned on a fair and equitable basis.
- e. The on-site administrator may allow the unit member to conduct off-campus school-related activities when indicated by teacher instructional needs and when not in contact with students for instructional purposes.
- f. Unit member's service on site and district level committees shall be on a voluntary basis. If no volunteers are found then assignments will be made from the rest of the certificated staff on a fair, equitable basis.
- g. Supervision:
 - 1. The principal or designee of a site may assign a unit member to classroom supervision duties for one or more periods during the duty day.
 - 2. Prior to making such an assignment, volunteers will be encouraged. If no volunteers are found, the principal will assign one supervision to those teachers who have two or more conference periods in a day. Then assignments will be made from the rest of the certificated staff on a fair, equitable basis. A written record will be maintained and made available, when requested by a unit member, of each assignment, indicating those who volunteer. All sites shall attempt to maintain a volunteer list.
 - 3. Each unit member assigned to take another unit member's duties must complete a timesheet for each assignment. Said timesheet will be the authorization for payment for the duty.
 - 4. Payment for the assigned supervision will be as per Appendix III-Classroom Supervision rate.
 - 5. When a unit member is absent for less than an entire class period, the amount paid the unit member to substitute is to be prorated.
 - 6. If elementary unit members are required to take students assigned to other unit members because the District cannot provide a substitute teacher, the site administrator shall make every effort to assign these students amongst the teachers closest to that grade level. Those teachers shall be compensated as per Appendix III-Classroom Supervision rate.

Section 8.3-Evening Activities. Evening and/or afternoon activities shall be voluntary except for Open House or Back to School night and one (1) additional activity. If there are not sufficient numbers of volunteers, the administration shall make required assignments. All activities beyond those cited above shall be considered supervisory and paid at the rate of Appendix III, Section A.6. The site administrator shall meet with his/her staff, or with staff representatives for the purpose of consultation on the number and type of extracurricular events to occur during the ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

year unless an emergency precludes such notification, any change in the event calendar shall be made thirty (30) days in advance of the event. The site administrator will then determine the number of persons necessary to supervise each event.

Section 8.4-Ending Times. Unless regularly scheduled duties are assigned, unit members shall be released at the end of the student day or at the end of their preparation period, whichever is later (K-8 unit members may leave at the end of the student day) under the following circumstances:

- a. When they are to attend school-related activities in a non-pay status.
- b. On days preceding a holiday as designated on the District calendar.
- c. On Fridays.
- d. On days when a faculty meeting was held prior to the beginning of the school day.
- e. On days of early release, kindergarten and primary teachers will maintain the same hours as intermediate teachers (grades 4-6).

Section 8.5-Minimum Days. On days of an emergency release of pupils or on minimum days, the workday shall be that which is set forth in the above sections unless directed differently by the Superintendent or designee.

Section 8.6-Planning Time. All unit members who are assigned a full teaching schedule on a daily basis, shall have not less than a forty-five (45) minutes continuous duty-free period for preparation and professional obligations on regular scheduled days, directly within the seven and one quarter (7¼) hour day. It is recognized that other unit members can schedule their work time in order to effectively complete the assigned duties.

Section 8.7-Contact Time. The District shall maintain its current practice in assigning instructional minutes on an annual basis to unit members. The District shall provide to students the following minimum instructional time annually by grade as described below (In accordance with Ed Code 46201). The Association will be notified of any increase in annual instructional minutes after the first day of the school year:

TK/Kindergarten	36,000
Grades 1-3	50,400
Grades 4-6	54,000
Grades 7-8	54,000
Grades 9-12	64,800
Washington School	Six (6)hours per day (30 hours per week)

Student/teacher contact time, for purposes of this Section, shall not include passing time, break time, recess, or student lunchtime. The above hours are to be distributed over five (5) days per week. The District reserves the right to assign less student/teacher contact time than specified above as it deems appropriate.

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

Section 8.8-Psychologists' Work Hours. Psychologists' work hours shall be eight (8) hours inclusive of a 30-minute duty free lunch period.

Section 8.9-Scheduled Work Days. The number of scheduled workdays for unit members shall be:

Activities Director	194
Athletics Director	194
Counselor-EL	197
Counselor-Elementary	185
Counselor-Middle School	190
Counselor-High School	197
Counselor-Mental Health	185
Counselor-Student Services	197
Curriculum Program Specialist	197
Independent Study Teacher	185
Librarian	190
Nurse	197
Psychologist-197 days	197
Psychologist-208 days	208*
Regular Classroom Teacher	185
Special Education Teacher (SDC, DIS, RSP)	185
Speech Therapist-185 days	185
Speech Therapist-197 days	197*
Teacher on Assignment	185

***Applicable during Year-Round Education**

Section 8.10-Calendar. The District has primary responsibility in developing a calendar. The District recognizes the Association's right to negotiate the total number and distribution of workdays, including starting and ending dates, vacation periods, and holidays prior to presentation to the Board of Education for adoption.

- a. Unit members are allowed to check out and leave the work site beginning at 10:00 am on the last teacher work day provided students are not in attendance and they have met all District requirements for check out. District site in-service days (not including site staff meetings) shall not be scheduled on a unit member's last duty day of the school year.

Section 8.11-Work Year-(Emergency Language). In case of an emergency, which would result in failure to comply with State minimums required by Education code Section 46201, the District will apply for a waiver. If the waiver is denied, the District has the right to require sufficient additional workdays at no additional cost to the District to meet minimum State requirements. If possible, the first day used for emergencies would be the second semester conference day. The second choice would be the last certificated duty day.

Section 8.12-Itinerant Unit Members.

- a. Unit members required to travel to more than one school during a day shall be allowed adequate time between the end of one assignment and the beginning of the next assignment at a different site.
- b. Psychologists, counselors, nurses, speech therapists, roving RSP teachers, and elementary band teachers shall be assigned to no more than three (3) school sites whenever possible.
- c. Unit members who are psychologists, nurses, speech therapists, counselors, and roving RSP teachers shall be provided access to a work space for purposes of assessment or to maintain confidentiality. They shall also be provided with a secure file cabinet, storage space for materials, and access to a telephone.

Section 8.13-Substitute Options. Unit members not scheduled to work at the time will be permitted but not required to substitute for other unit members (applicable during Year-Round Education and Summer School). Substitutes will be called from a list constructed by the District giving priority to unit members not scheduled to work as substitutes to the site where they are currently assigned at the current substitute rate.

Section 8.14-Dress Code During Hours of Employment. A unit member in the Colton Joint Unified School District shall exhibit reasonable attire to maintain and direct the physical control of the students. They shall wear clothing that reflects their professional position, is appropriate for the assignment, and reflects their position as a role model for students. Their grooming and professional cleanliness shall set a positive image for fellow staff members, students, and general public. Clothing should display modesty and professionalism. Clothing, footwear, and/or accessories should not constitute safety hazards. Head coverings should not be worn in the classroom except on "theme days" or due to religious beliefs. Reasonable accommodation in

variance to these requirements should be made through the site administrator and/or district administration for review.

Section 8.15-Parent Conferences. An alternative to the calendared parent conference schedule may be developed at each site through consensus of the staff and administration. Any unit member may choose not to participate in the alternative parent conference schedule. Such unit member shall work the regular conference day schedule, and shall notify parents and site administration at least 5 workdays in advance of his/her conference schedule, unless an emergency precludes such notification. Each site will provide facility space to unit members for conferencing.

Section 8.16-Unit Mmembros Traveling from Classroom to Classroom Daily. Unit members required to travel from classroom to classroom at the same site may request a cart for transporting their material.

Section 8.17-Preparation Days-Prior to the Beginning of the School Year. Prior to the beginning of each school year, the District and/or site administrators will hold no more than one (1) hour total of meetings over the preparation day (non-student attendance day) for schools with one (1) beginning of the school year teacher preparation day; four (4) hours total of meetings over the preparation days (non-student attendance days) for schools with two (2) beginning of the school year teacher preparation days; and six (6) hours total of meetings over the preparation days (non-student attendance days) for schools with three (3) beginning of the school year teacher preparation days. A non-student attendance day is a day where no students are present on site for instructional purposes.

ARTICLE 9: CLASS SIZE

Section 9.1-Planning Class Size. Class size for each school of the District is premised on an enrollment for the school as estimated by the Superintendent. The District will adhere to the standards of Grade Span Adjustment (GSA) contingent upon the State's continuance of financial support.

- a. **Year Round Education:** Archived in 2014-2015 CBA and is not subject to the grievance process while archived. Should the District reimplement YRE, the archived language from the 2014-2015 CBA will be reinstated.
- b. **Class Size Incentive**
Should the District receive additional funds from the legislature or initiative sources during the term of this Agreement designated for the purpose of reducing class size, the parties shall convene at the request of either party to negotiate those issues appropriately subject to the collective bargaining process.
- c. The District shall make every reasonable effort to restrict the number of combination classes, and combination classes shall not normally include more than two (2) contiguous grade levels.
- d. All non-classroom personnel, nurses, librarians, Curriculum Program Specialists (CPS), special education teachers, counselors, psychologists, speech therapists, and full-time athletic directors shall not be included in class planning size ratio.

Section 9.2-Adjustments. Within thirty (30) student attendance days after the beginning of the school year, additional staff will be assigned or transferred as needed to comply with the staffing maximum and averages as established in Section 9.3. Transfers shall be done in accordance with involuntary transfer provisions of Article 12 of this Agreement.

Section 9.3-Class Size Maximums and Averages. The District will attempt wherever possible to balance sizes for the same grade level at the same elementary site, and to balance class sizes for the same content area and subject at the same middle school and high school site. By no later than the end of the twentieth (20th) student attendance day at all schools, and by no later than the tenth (10th) student attendance day of the second semester in grades 7-12, the following class maximums shall not exceed for more than ten (10) consecutive student attendance days. The average class size per teacher at each school shall not be exceeded for more than the first twenty student attendance days. Class counts shall exclude TA's (student teaching assistants). Maintain the class size averages and maximums outlined in the table below. Class sizes and averages are outlined in the table below for all CJUSD school sites.

Grade Level	Class Size Maximum	Class Size Averages
TK	24	
Kindergarten	24	
Grades 1-3	24	
K-3 Combinations	24	
Grades 4-6	32	30
Gr. 4-6 Combinations	29	
Grades 7-8	32	
Grades 9-12	36	32
Special Day Class M/M	18 per class period	
Special Day Class M/S-Elementary	16	
Special Day Class M/S-Secondary	18	
Art, Computer Labs, Drafting, Home Economics, Industrial Arts, Science Lab, Shop Classes	Limited to number of work stations as per Education Code 49320	
Physical Education	50	
Designated ELD (Grades 7-12)	30	
Independent Study (Grades 9-12)	36 (caseload)	
Opportunity Program	25 (Full day)	
Continuation School	25	

Section 9.4-Legal Requirements. When applicable legal requirements impose class size limits, the maximum class size should be either the legal limit or the Agreement limit, whichever is lower. The above class sizes may exceed the maximum stated by mutual agreement of the teacher involved and the site administrator.

Section 9.4 – Caseload Sizes

	Caseload Maximum
Nurses	1 per 5,000
Adaptive Physical Education	55
Speech Therapist	55
Resource Specialist (RSP)	28
Special Day Class M/M	18
Special Day Class M/S – Elementary (PK-6)	16
Special Day Class M/S – Secondary (7-12)	18
Counselors (Grades 7 - 12)	425 With 10% allowance during 30-day adjustment period

Section 9.5-Legal Requirements. When applicable legal requirements impose class size limits, the maximum class size should be either the legal limit or the Agreement limit, whichever is lower. The above class sizes may exceed the maximum stated by mutual agreement of the teacher involved and the site administrator.

ARTICLE 10: EVALUATION PROCEDURES

Section 10.1-General. The District is responsible for the evaluation assessment of the performance of each unit member, subject to the procedural requirements.

- a. The time and number of scheduled observations and related conferences, for the purpose of evaluation, are determined by the following sections of this article.
- b.
 1. Non permanent unit members shall be evaluated twice a year.
 2. Unit members with permanent status shall be evaluated once every other year.
 3. Unit members with permanent status who have been employed at least ten years with the school district, are highly qualified, or working in a position that is not required to be highly qualified as defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory or exemplifies element, shall be evaluated every five years. The certificated employee or the evaluator may withdraw consent and return to the evaluation cycle described below. In the event that state law concerning the five year evaluation cycle is modified by the Legislature, the parties agree to meet and negotiate concerning this subject.
- c. Within the first thirty (30 instructional days of the school work year, each unit member to be evaluated shall be given formal, written notification of that fact. This notification shall identify the prime evaluator. The administrator shall provide each unit member with the evaluation procedures and a copy of the instrument to be used. Furthermore, the evaluatee shall be provided copies of the and time to review the following materials:
 1. The California Standards for Teaching Profession including District Standard 7-Professional Duties and Responsibilities.
 2. The evaluatees's job description for:
 - a. Elementary assignment;
 - b. Middle or High School assignment; or
 - c. Non-teaching assignment.
 3. Duties to be performed as an adjunct to the unit member's regular assignment as listed under the Article on Hours of Employment (Article 8, Section 8.2a and 8.2b).
- d. An initial conference shall be held prior to the end of forty (40) instructional days from the beginning of the unit member's school year/initial track between the prime evaluator and evaluatee. The initial conference may include, but is not limited to the following:
 1. Standards and elements as set forth in the California Standards for the Teaching Profession including District Standard 7-Professional Duties and Responsibilities.
 2. The evaluation procedures and District forms that will be used.
- e. A unit member shall not be required to complete or submit additional documentation, including portfolios or notebooks, as evidence of how they intend to, or have met each standard. Unit members may choose to provide additional documentation of evidence of meeting the elements of the standard.
- f. The evaluation process may be conducted by an administrator to whom the unit member is directly responsible or, upon mutual agreement, by another District Administrator. The unit member shall submit a written request for an alternate evaluator to Human Resources by the tenth (10) working day after receiving the initial notice of evaluation. If

mutual agreement is not reached, the ACE President and the Director of Human Resources shall make the decision. By mutual consent, the evaluative procedure may be delegated from the prime evaluator. The newly delegated evaluator is ultimately responsible for the final written evaluation summary, which must bear that person's signature. The newly delegated evaluator may consult with the site administrator prior to completing the final evaluation summary.

- g. A unit member shall not be required to participate in the evaluation of other unit members.
- h. For purposes of this Article, the unit member shall determine the lesson plan format. Lesson plans shall include objectives/content standards, activities, and a method of checking for student understanding.
- i. Non-permanent unit members may be required to turn in lesson plans on a weekly basis. The unit member shall determine the day on which they shall submit their plans. Permanent unit members shall only be required to have current weekly lesson plans available in their classroom.

Section 10.2-Evaluation Criteria.

a. Teaching Unit Members

- 1. The District shall evaluate and assess teaching unit members' competency as it relates to The California Standards for the Teaching Profession including District Standard 7-Professional Duties and Responsibilities.
- 2. The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests (in accordance with Ed Code 44662 e).
- 3. Nothing in this section shall be construed as in any way limiting the authority of school district governing boards to develop and adopt additional evaluation and assessment guidelines or criteria (in accordance with Ed Code 44662 f).

b. Non-Teaching Unit Members-All non-teaching unit members shall be evaluated pursuant to this Article by their immediate supervisor, or by a District Administrator pursuant to provisions of Article 10.1.f of this Article.

Article 10.3-Specific Evaluation Procedures.

- a. **Formal Observations**-The Evaluation of a unit member shall be based on the direct observation of a unit member's work. No unit members' evaluation will be based on hearsay information.
 - 1. The prime evaluator will notify the unit member at least two (2) days in advance of the day the observation is to be made. Unit members with probationary status and the prime evaluator will each determine one of the subject(s)/areas/classes in which the evaluation will take place. The prime evaluator and the permanent unit member will mutually determine the subject(s)/areas/classes in which the evaluation will take place. Resolution of mutual agreement will be decided as in section 10.1.f. The unit member will prepare "The Formal Observation Form". The form will be given to the prime evaluator at least one (1) day in advance.

2. Unit members with permanent status shall have one formal observation of not less than twenty (20) minutes.
 3. Unit members with probationary status shall have two formal observations of not less than twenty (20) minutes each.
- b. **Formal Observation Conference**
1. Should the prime evaluator find that two (2) or more elements of the California Standards for the Teaching Profession including District Standard 7-Professional Duties and Responsibilities are deemed unsatisfactory, the prime evaluator shall schedule a conference with the unit member within ten (10) work days of the observation. If the unit member is absent on the day of the scheduled conference, the ten (10) work days shall be extended by the number of days absent if it cannot be rescheduled within the ten (10) days. The prime evaluator and the unit member shall develop in this meeting an Assistance Plan as described in Section 10.4.
 2. If the prime evaluator deems that the unit member needs more observation than provided in Section 10.3.a.2 or Section 10.3.a.3, the prime evaluator shall schedule subsequent classroom visitations to determine progress. The evaluatee shall be kept informed of the progress made and the results of any such interim visitations.
 3. Nothing in this section shall preclude the prime evaluator from conducting informal classroom visitations.
- c. **Formal Evaluation:**
1. There shall be one (1) formal evaluation summary given to the unit member, no later than thirty (30) work days prior to the end of the unit member's last track and/or school year, produced by the unit member's prime evaluator.
 2. Unit members with probationary status shall have two (2) written formal evaluation summaries produced by the unit member's prime evaluator. The first of these must be produced, presented, and given to the unit member prior to December 15. The final summary evaluation shall be completed, presented, and given to the unit member no later than thirty (30) work days prior to the end of the unit member's last track and/or school year.
 3. The prime evaluator shall provide the unit member with written copies of all formal materials used in preparing the evaluation summary. The prime evaluator and the unit member will discuss areas of agreement and disagreement.
 4. The unit member's signature on the evaluation summary does not indicate agreement with the prime evaluator's assessment, but indicates that the unit member has read it. The unit member has the right to prepare a written response, which shall be given to the prime evaluator and attached to the summary evaluation to become a permanent part of the record.

Section 10.4-Assistance Plan.

- a. An Assistance Plan shall not be used for disciplinary purposes. Discipline: refer to Article 22.

- b. During a formal evaluation year, if the prime evaluator has identified two (2) or more elements in the California Standards for Teaching Profession including District Standard 7-Professional Duties and Responsibilities, which are unsatisfactory, an Assistance Plan shall be developed. The evaluator shall set a specific time period for improvement of not less than thirty (30) work days unless the serious nature of the problem necessitates a shorter time line.
- c. A written copy of the Assistance Plan incorporating the areas below, shall be given to the unit member within ten (10) work days after the conference to review and discuss the Assistance Plan with the unit member. If the unit member is absent on the day of the scheduled conference, the ten (10) work days shall be extended by the number of days absent if it cannot be rescheduled within the ten (10) days.
- d. The Assistance plan shall include the following for each element:
 - 1. Activity(ies) the teacher will complete to show growth or competency of the element(s)
 - 2. The assistance to be provided.
 - 3. The expected evidence that will document the completion or accomplishment of the activity(ies).
- e. There shall be a follow-up conference and written assessment at the conclusion of the Assistance Plan at which time the evaluator shall inform the employee as to whether or not the goals of the Assistance Plan have been satisfactorily achieved. An additional Assistance Plan may be developed if the goals of the Assistance Plan have not been achieved.

Section 10.5-Performance that is Unsatisfactory. Should the final summary evaluation show that a permanent unit member is unsatisfactory in any two (2) elements of the California Standards for the Teaching Profession, Article 20 (Peer Assistance and Review) shall apply. The final evaluation summary is the only document which mandates a unit member to the Peer Assistance and Review Program.

Section 10.6-District Rights. While evaluation procedures may, in many cases, be related for evidentiary purposes to disciplinary and discharge proceedings, discipline and discharge procedures may, in appropriate cases, be undertaken independently of the evaluation procedures of this Article.

ARTICLE 11: Personnel Files

Section 11.1-District Files. The District shall maintain the unit member's personnel file at the District central office. Materials not accessible for inspection by the unit members include reports and records obtained by the District prior to the unit member's employment, materials prepared by identifiable examination committee members or which were obtained in connection with a promotional examination.

Section 11.2-Inspection of File. The unit member or, upon written authorization by that unit member, a representative of the Association, shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. Copies of materials in the unit member's file may be obtained for a nominal fee. (A minimum of three (3) days advance notice must be given to Human Resources Office for copies of material in the unit member's personnel file). Inspection of files shall take place during normal District business hours, and the unit member shall be released from duty for this purpose without salary reduction. However, the unit member must make an appointment, in advance, with the Human Resources Office to arrange, as soon as possible, a specific time for reviewing his/her personnel file.

Section 11.3-Identification. Any person who prepares written material for placement in the unit member's file shall sign the material and indicate the date on which the material was prepared. Information of a derogatory nature, except material mentioned in Section 11.1 above, shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon. If, after conferring with the unit member and the complaining party, the District is satisfied that the derogatory allegations are creditless and without merit, the material containing such allegations will be disregarded and shall not be placed in the unit member's file.

Section 11.4-Access. Access to personnel files shall be limited to members of the District and Management Team members. The Board of Education may request a review of a unit members personnel file at a Board of Education meeting. A form shall be attached to the front of each file whereon the person reviewing the file shall put his/her signature, the date, and purpose for reviewing the file each time the file is reviewed. The contents of all personnel files shall be kept in strictest confidence.

Section 11.5-Exclusions. Neither the provisions on adding material nor on reviewing a file shall apply to members of the Human Resources Office when they are performing the regular functions of their jobs.

ARTICLE 12: Transfer Policy

Section 12.1-Definition. A transfer is the relocation of a unit member from one work location/site to another in the District exclusive of transfers within programs with multiple work sites. In addition, a transfer is the change of a unit member's track assignment who is working in the year-round school program. Transfers are either administrative or initiated by the unit member.

Section 12.2-Assignments. Specific grade or class assignments within a school or in programs with multiple work sites, are made by the principal. Re-assignments are the change of a grade or class assignment, for over one-half of the instructional day, at the same site and in programs with multiple work sites. Neither assignments or re-assignments are subject to the transfer policy, except as noted in 12.14 and 12.15 of this Article. The District shall make every reasonable effort to restrict the number of re-assignments. All re-assignments shall be approved by the Assistant Superintendent of Human Resources.

Section 12.3-Requests for Transfer. Unit members may apply for a position whenever an opening is posted. Unit members who wish to have their names published on an annual transfer list must submit a written request on the District form no later than March 15. Upon request, the unit member shall receive a date stamped copy of his/her application for transfer.

Section 12.4-Posting of Positions. The District shall have the responsibility to determine when and where there is a vacancy. When a vacancy has been determined to exist, the District will post the position, subject to the following:

- a. Vacancy is defined as any new or existing position represented by the Association in a school or location which the District has determined is to be filled by a regular probationary or permanent employee rather than a substitute.
- b. Vacancies shall be posted when they become known to the Assistant Superintendent, Human Resources.
- c. All vacancies for positions represented by the Association shall be date stamped and posted no later than seven (7) days before the vacancy is filled. A posting is defined as the date the position is placed on the Job Opportunities Board at the District Office. The Association president shall receive a copy of all postings. Said postings shall be sent to all schools and locations in the District for posting. Days under this subsection shall mean days when the District Office is open.

Section 12.5-Unit Member Initiated Transfer. The unit member shall be considered qualified for a posted vacancy if:

- a. The unit member possesses an appropriate and valid credential for the position posted.
- b. Qualified transfer applicants shall be given the opportunity to be interviewed for vacant positions prior to the District hiring outside applicants.
- c. In the event the unit member does not appear for the interview, they automatically remove themselves from consideration for that vacant position. A written statement of the decision concerning the unit member's request for transfer along with the reasons for

that decision shall be forwarded to the unit member, if said unit member requests in writing that the reasons be given.

Section 12.6-Conference. If the decision is unsatisfactory to the unit member, a conference with the administrator who conducted the interview shall be held.

Section 12.7-Withdrawal. The request for transfer may be withdrawn at the time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving site or location administrator, the applicant, and the District have concurred upon the transfer.

Section 12.8-Administrative Transfers.

- a. No unit member shall have their compensation negatively impacted due to administrative transfer if that transfer is effected after the end of the first attendance month of school. The unit member shall be entitled to the added compensation only for the balance of that school year in which the administrative transfer was made.
- b. The following are reasons for administrative transfers:
 1. Fluctuations of school enrollment, normally transfers between affected schools or tracks.
 2. Opening or closing of schools.
 3. Elimination or reduction of classes in special areas or programs, to include Year-Round Education, which may revert to traditional school programs.
 4. Certification adjustments.
 5. Requirements of a special project including financial balance (comparability).
 6. Irreconcilable differences between unit members and/or the administration for just cause. A meeting shall take place between the site administrator, the unit member, ACE representative and a representative from Human Resources in an attempt to reconcile the difference prior to the transfer decision. A transfer will be implemented if either the administrator or unit member determines a resolution cannot be met. The affected unit member may request a meeting, prior to the transfer, with the Superintendent and with a representative of the Association in attendance. The Superintendent shall render a decision within three (3) work days of the meeting, in which the decision may be implemented immediately. No one other than the affected unit member will be transferred or be reassigned as a result of the implementation of this provision.
 - a. A unit member may be administratively transferred for irreconcilable differences only no more than once every three (3) years from date of transfer. Other forms of Administrative Transfer do not have this same protection (12.8.b.1-5).
- c. Selection: In an administrative-initiated transfer of unit members, the following selection system shall be used in the case of 12.8.b.1-12.8.b.5.
 1. Those unit members who volunteer for an administrative-initiated transfer.

2. A unit member with the most recent date of certificated employment with the District.
 - a. Unit members with the same initial date of employment shall be selected by lot.

Section 12.9-Qualifications. The unit member shall be considered qualified to be administratively transferred if the unit member possesses an appropriate and valid credential.

Section 12.10-Comparability Requirements. When problems arise in the area of Comparability requirements, the District will follow this Transfer Policy as closely as possible, and shall make transfers that involve the least number of unit members; but the District does retain the right to make those transfers that are necessary to insure compliance.

Section 12.11-Legal Compliance. In situations arising involving a violation of civil or criminal law, the District retains the responsibility to transfer such employees as is deemed to be in the best interest of the School District and those students who may be involved.

Section 12.12-Notice. In all cases, notice shall be given in writing and shall contain the reason for the transfer or reassignment and the exact assignment. Notice of transfer or reassignment shall be given to the unit member in writing, either personally, or, if this is not possible, by postal mail. After the start of school, at least three (3) working days notice shall be given to unit members for reassignments and ten (10) working days for transfers. Unit members will be given tentative assignments before the end of the current school year when possible.

Section 12.13-Assistance. When there is a transfer from one school or work site to another, or a reassignment at the same school at a different grade level or subject area, the District shall authorize, after the initial three (3) or ten (10) working days notice, two school days substitute time or one day of pay at the member's per diem rate, if requested, for the unit member to move materials and prepare for the new assignment. The District shall also furnish reasonable assistance in the transfer of personal teaching materials and equipment from one location to another. If a transfer or a reassignment is made during the summer recess, the unit member may request assistance in moving teacher materials and equipment to the new location and no substitute time will be provided.

Section 12.14-Year-Round Education Transfer Policy. **Archived in 2014-2015 CBA as a reference should the District reimplement Year-Round Education (YRE), and is not subject to the grievance process while archived.

ARTICLE 13: Leave Policies

Section 13.1-Definitions. The benefits which are expressly provided by this section, Article 13, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement.

Section 13.2-Sick Leave.

- a. **Annual Accrual**-Sick Leave shall be earned by the full-time unit members based upon the number of days worked during the school year. The following shall apply:

<u>Annual Accrued Hours:</u>			
<u>Days Worked</u>	<u>Sick Days</u>	<u>7.25 hr. day</u>	<u>8 hr. day</u>
185	12.3	89.18	98.4
190	12.6	91.35	100.8
194	12.8	92.10	102.6
197	12.9	93.53	103.2
208	13.5	97.88	108.0

Unit members who work less than a full-time contract shall be entitled to that portion of sick leave as the number of hours per week or percentage of year of a full-time unit member in a comparable position. Sick leave shall be accumulated without limit. This leave is transferable within the State according to the appropriate provisions of the California Education Code. Each unit member shall be notified of their accumulated leave by no later than September 20 of each fiscal year.

- b. **Credit of Sick Leave**-Sick leave is credited to the unit member's account in advance of being earned at the beginning of each school year. The amount of sick leave an employee may use at any one time is the total amount credited to the unit member's account, whether or not it has actually been earned. An employee on a continuing long-term absence will have the current year's sick leave credited to their account on the first day they return from long-term leave. If they are unable to return from long-term leave, then they will be paid for that portion which is earned at the end of their long-term leave.
- c. **Summer School**- Additional sick leave will be accumulated for teaching the full summer session and/or semester. Additional hours will be based on the total hours of summer school divided by a factor of up to twenty (20) equals the number of hours of additional sick leave. Such hours shall be added to the unit member's accumulated sick leave hours.

- d. **Use of Sick Leave**-A unit member may use credited sick leave any time during the school year. Summer school teachers may utilize, during the summer, any sick leave accumulated during the prior school year. After a unit member has used all of his/her earned sick leave for the current years' service, they may use sick leave, which has been earned and unused in prior years.
- e. **Long Term Illness or Accident Leave (Ed. Code 44977)**-After all earned sick leave has been used, based on a doctor's off-work order, an additional five (5) months or 100 days of difference pay, whichever is longer, for long-term illness or accident leave shall be granted. Difference pay is the difference between the unit member's per diem contract salary and the District's daily or long-term substitute rate of pay.
- f. **Sick Leave Without Pay**-When all available paid leaves have been exhausted and the unit member is not able to resume the duties of his/her position, the unit member shall request a leave of absence without pay, apply for retirement, or elect to resign. The District will notify the unit member of his/her options and when the paid status ends. Within thirty (30) days of notification, the unit member must request a leave of absence, resign, or retire, the District will place the unit member on an "other leave without pay" (Section 13.11).
- g. **Overuse of Sick Leave**-A unit member must reimburse the District for any overuse of sick leave. Deductions will be made from the unit member's pay warrant.
- h. **Proof of Illness**-The District shall require a physician's verification of illness if any unit member has been on sick leave for more than five (5) consecutive days. The District reserves the right, for good cause, to require proof of illness for absences of five (5) days or less.
- i. **Notification of Absence**-Except in emergencies, all unit members are required to submit their absences using the District's current absence management system not less than two (2) hours prior to the start of the workday to permit the District time to secure a substitute. All unit members should contact their immediate supervisor or designee as soon as the need to be absent is known. If the actions of the unit member creates a situation where a substitute reports to the workplace when not needed and cannot be reassigned, the unit member shall pay the cost of the substitute through the use of leave, if available, or by payroll deduction.
- j. **Partial Day Absence**-For illness, family illness, or personal necessity, when a unit member is absent during any part of the duty day, the payroll office will be instructed to charge accrued leave against the absent unit member in quarter hour increments whether or not another unit member or substitute is employed to substitute for the absent unit member.

Section 13.3-Personal Necessity Leave.

- a. **Entitlement**-Unit members shall be entitled to use no more than ten (10) days of accrued sick leave during the school year in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full days of sick leave to which the unit member is entitled.

- b. Use of Personal Necessity Leave**-Unit members may use all or part of the ten (10) annual personal necessity days for personal emergencies. In such cases, the unit member shall not be required to provide advance notice for personal necessity leave.

Personal necessity leave for emergencies shall include any of the following:

1. The death of a member of the employee's immediate family or an individual whose association is the equivalent of a family relationship.
2. An unforeseen crisis involving the employee's property or the person or property of a member of the employee's immediate family or an individual whose association is the equivalent of a family relationship. Such unforeseen crises must (a) be serious in nature, (b) involve circumstances the employees cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.
3. An illness, including pregnancy of a unit member's spouse, or a member of the unit member's immediate family or an individual whose association is the equivalent of a family relationship, which under the circumstances, the unit member cannot disregard and which requires the attention of the unit member during such unit member's assigned hours of service.
4. Imminent danger to the home of a unit member, occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

- c. Personal Business**-Unit members may not use more than six (6) of the ten (10) annual personal necessity days for personal business in a school year. Determination of what constitutes personal business for a given unit member shall be the responsibility of the unit member. Such leave shall not be used for any of the following purposes:

1. Recreation.
2. Engaging in other employment, including self-employment, either directly or indirectly.
3. Any illegal activity.

- d. Advance Notice of Personal Necessity Leave**-A request for personal necessity leave for personal business must be made to the on-site administrator twenty-four (24) hours in advance of the request leave date. No less than one (1) unit member or more than five percent (5%) of the unit members, whichever is greater, at a work site may use personal necessity leave for personal business on the same day. If possible, the leave should not be used the first or last five (5) days of the semester/trimester or the day before or after a scheduled holiday.

Section 13.4-Bereavement Leave.

- a. A unit member shall be entitled to a maximum of five (5) days leave of absence, without loss of salary, on account of the death of any member of their immediate family.
- b. Bereavement leave shall be completed within three (3) months of the date of the death of the family member. In the case of extenuating circumstances, the unit member may request an extension of the three (3) month time period with the Human Resources Division.

Section 13.5-Immediate Family Defined-For the purposes of Article 13, immediate family member shall be limited to mother, father, grandparent, brother, sister, spouse, registered domestic partner, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, niece, nephew, or grandchild of the unit member. For any relative or person who is living in the immediate household of the unit member, proof of residency may be required.

Section 13.6-Leave for Pregnancy Disability.

- a. **Entitlement to Use Sick Leave**-Unit members are entitled to use sick leave as set forth in Section 13.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same terms and conditions governing leaves of absence for other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- b. **Entitlement to Use Unpaid Leave**-Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery, when all other available leaves of this Article have been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time of leave.

Section 13.7-Parental Leave.

- a. Parental leave under the California Family Rights Act—Pursuant to Education Codes section 44977.5, as amended by Assembly Bill 2393, when a unit member takes parental leave, he or she may use any or all current or accumulated full-paid sick leave, not to exceed twelve (12) workweeks.
 1. When a unit member has exhausted all sick leave, including accumulated sick leave, and continues to be absent for parental leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she may use up to twelve (12) workweeks of substitute differential pay leave concurrently with the unpaid CFRA Leave entitlement. The twelve (12) workweeks shall be reduced by any period of parental leave pursuant to CFRA (Governmental Code Section 12945.2).
 2. For this leave only, all sick leave shall be utilized and exhausted before differential pay shall be in effect.
 3. In order to be entitled to the substitute differential paid leave, the unit member must be eligible for CFRA child bonding leave, except that effective January 1, 2017, he or she need not have worked 1,250 hours in the twelve (12) months prior to commencing the Leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.
 4. A unit member shall not be provided more than one – twelve (12) week period of parental leave during any twelve (12) month period.

5. For purposes of this section, “parental leave” means leave taken for the reason of the birth of a child of the unit member, or placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member, as provided in the CFRA. Such leave must be taken within twelve (12) months of the birth of the child or placement of the child for adoption or foster care. Non-birthing parents are required to submit proof of birth, adoption, or foster care placement as soon as possible after the birth or placement.
 6. Leave taken under this section shall be in addition to leave taken by the unit member due to her disability caused by pregnancy, childbirth, or related medical condition as described in Section 13.6.a
 7. The right to this paid child bonding leave shall apply to leaves commencing or continuing on or after July 1, 2016. It shall not be retroactive and if a unit member has already used part or all of his or her entitlement to child bonding leave under CFRA, the unit member shall be entitled to this paid leave on for CFRA child bonding leave taken after July 1, 2016.
- b. **Unpaid Leave**-At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to use sick leave for pregnancy may be granted an unpaid leave of absence under this section. The unit member’s request shall be made in writing at least thirty (30) school days prior to the anticipated starting date of the leave. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed. The District may grant a shorter leave when requested by the unit member. If a unit member is granted leave under this section and, after the leave is granted, the unit member desires to return to work prior to the end of the leave, the unit member may request immediate reinstatement to a position of like status and benefits. The District shall grant such a request when there is a vacancy for which the unit member is deemed qualified by the District. At the time the leave would normally have ended, the unit member shall be entitled to return to a position comparable to that held at the time of the leave.
- c. **Adopting Parents Leave**-The unit member may use up to five (5) days of personal necessity leave to be engaged in the procedures of legally adopting a child. These procedures include possible necessary travel, receipt of child, and legal responsibilities associated with the adoption.

Section 13.8-Industrial Accident Leave.

- a. **Entitlement**-Unit members will be entitled to industrial accident leave according to the provision in the California Education Code for personal injury, which has qualified for Worker’s Compensation.
1. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District for the same industrial accident.
 2. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which

the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

3. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check issued by the District through the insurance carrier or agent which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
4. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct, from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.
5. A unit member receiving benefits as a result of this section during periods of injury or illness shall remain within the State of California unless the Board of Education authorizes travel outside the State or unless directed in writing by a physician.
6. When entitlement for industrial accident or illness leave has been exhausted, the District will coordinate the temporary disability with the employee's other available paid leave to keep the employee in a full paid status as long as possible.
7. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
8. When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the unit member's position, he/she shall, within thirty (30) days, request a leave of absence without pay, apply for retirement, or elect to resign. Should the unit member fail to choose one of these options, the District will place the unit member on an unpaid leave of absence to the end of the school year. The District shall notify the unit member in writing of such action. Failure of the unit member to resign or apply for retirement by the end of the school year shall constitute a voluntary resignation.

Section 13.9-Judicial Leave.

- a. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days, if possible, prior to the beginning date of the leave as a witness.
- b. The unit member shall pay to the District the jury service or witness fee exclusive of mileage.
- c. Unit members on jury duty shall return to the District the court form indicating their presence for jury service.

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

- d. Unit members are required to return to work during any day or portion thereof within a reasonable time after being released from jury duty or witness services (one (1) hour plus travel time is considered reasonable).

Section 13.10-Military Leave.

- a. A leave of absence will be granted to unit members for the duration of required military service. Unit members may return to work being subject only to being physically and mentally fit to serve the District.
- b. Unit members who are members of the Armed Forces Reserve are expected to perform any annual mandatory training duty days schools are not in session. Exceptions will be considered when there is written evidence from Armed Services that appropriate training for a particular individual is not available during the days schools are not in session.
- c. Such absence shall not adversely affect in any way the status, classification, or position of the unit member. In the case of probationary unit members, the period of such absence shall not count as part of the service required as a condition precedent to the classifying of such unit member as a permanent employee of the District, but such absence shall not be construed as a break in the continuity of the service of such an employee. If the unit member chooses within twelve (12) months of returning to make-up his/her defined retirement contributions missed while on military leave, the District shall make the appropriate matching contribution, as per STRS/PERS and IRS rules and regulations.
- d. Within six months after the honorable discharge of the unit member from the Armed Forces of the United States, the unit member shall be entitled to return to a similar position held at the time of entrance into such military service, at the salary to which the unit member would have been entitled had the unit member continued in the service of the school district. The District shall make a reasonable effort to accommodate a veteran who returns with a service-connected disability.
- e. Unit members who are members of any Reserve Corps of the Armed Forces of the United States, or the National Guard, or who are inducted , or who volunteer, or are otherwise ordered to active military service, shall be granted one (1) month's military leave pay, or 1/10th of a classroom teacher's salary as is provided in the Military and Veteran's Code. Unit members and/or their dependents shall be granted a COBRA-like health benefit for a period of up to eighteen (18) months at their expense.

Section 13.11-Other Leaves Without Pay.

- a. Upon recommendation of the Superintendent, and approval by the Board of Education, or by placement in accordance with this Article, a unit member shall be granted leave without compensation, increment, seniority, or tenure credit, for a period not to exceed one (1) school year.
- b. The application for such leave shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources office thirty (30) days prior to the end of the leave period as to an intent to return to employment in the District at the beginning of

the coming year, trimester, or semester. Failure to so notify will be considered a voluntary resignation.

- c. The unit member on an unpaid leave of absence shall have the option of continuing health and dental insurance benefits at their own expense during the period of unpaid leave. Leaves of absence extending more than ninety (90) days will be placed under the Consolidated Omnibus Budget Reconciliation Act (COBRA) plan for up to eighteen (18) months.
- d. An unpaid leave of absence of up to one (1) year shall be granted to a unit member for the purpose of raising his/her natural or adopted child.

Section 13.12-FMLA/CFRA (Family Medical Leave Act of 1994/California Family Rights

ACT) FMLA/CFRA leave provides twelve (12) Weeks of unpaid leave for unit members who completed a full year of service during the previous twelve (12)-month period. Leave under this article shall entitle the unit member to all benefits of employment, except for salary, on the same basis as if the unit member were not on leave. If the unit member fails to return from leave, for a reason other than the continuation, recurrence, or onset of a serious health condition, then the unit member shall reimburse the District for premiums paid to maintain group health benefits. As per §825.213(3)(c) of the Family Medical Leave Act of 1993, an employee who returns to work for at least 30 calendar days is considered to have “returned” to work. For purposes of this article, the 30 calendar days will begin on the employee’s first day of return to regularly scheduled work. There will be no more than twelve (12) weeks of FMLA leave granted for any one qualifying event, this includes both spouses. Leave may be taken in multiple segments of time if used for medical necessity as certified on the FMLA leave application. Except in cases of emergency, FMLA leave should be arranged thirty (30) days in advance.

a. Leave Qualifiers

- 1. Personal illness - Personal Illness requires a physician's off-work order and runs concurrent with one-hundred (100) day long-term illness leave.
- 2. Family illness - Family as defined in section 13.5. Family illness requires medical certification on the District’s family illness request form. All available paid leaves such as personal necessity and family illness leave must be used as part of the twelve (12) weeks of family leave.
- 3. New dependent care (birth, adoption, or placement of a foster child) - Dependent care leave requires certification of new dependent on the District’s leave request form. This leave must be taken within one (1) year of the new dependent’s arrival. If not taken immediately following the qualifying event, the leave must be arranged in advance with the supervisor’s approval to cause the least interruption to the educational process. The unit member may take the leave in two (2) segments.
- 4. Under AB 2357 FMLA will be available for victims of domestic violence.
 - a. This leave will be granted for:
 - 1. Medical attention
 - 2. Legal assistance
 - 3. Services from a shelter, program, or rape crisis center

4. Psychological counseling
5. Safety planning, including temporary or permanent relocation
- b. If a unit member wishes to take time under AB 2357, he or she must give reasonable notice to the District for one of the above listed activities unless advance notice is not feasible. District may require verification that the absence was due to domestic violence. Type of verification may include:
 1. Police reports
 2. Court orders (or other evidence the employee appeared in court)
 3. Other documentation from a:
 - a. Medical professional
 - b. Domestic Violence Advocate
 - c. Health Care Provider
 - d. Counselor
 - c. A unit member shall be allowed time off due to domestic violence under AB 2357 if he or she has not exhausted the maximum leave under FMLA.
 - d. The District shall maintain confidentiality if time off is requested under this law.

Section 13.13-Sick Leave Bank.

- a. **Intent of Bank-** The District and Association agree to the establishment of a Sick Leave Bank. The intent of this bank is to provide additional financial protection to those unit members who incur a period of prolonged non-industrial serious illness or hospitalization.
- b. **Participation-** All permanent full-time certificated unit members and probationary unit members with more than twenty (20) days of accumulated sick leave may participate in the bank. (Those unit members participating in a full-time shared contract shall be considered full-time for this purpose.) The Bank shall not be available to any unit member during a leave of absence.
- c. **Donation of Days-** A unit member may elect to participate in the Sick Leave Bank by donating eight (8) hours of his/her accumulated sick leave to the Bank. The unit member shall make this donation by filing a "Certificated Sick Leave Bank Deposit" form with the Association during the open enrollment. This donation shall be irrevocable. A donation to the Sick Leave Bank must be made from the unit member's prior years' accumulated sick leave, and shall not be designated to a specific unit member for his/her exclusive use.
- d. **Additional Donations-** An additional eight (8) hours of contributions will be assessed of each participant if the number of hours in the Bank falls below eight hundred (800) hours. Unit members who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to receive benefits from the Bank. A unit member may elect to donate additional hours to the Bank. Such hours must be donated during the open enrollment period. Such additional donations must be approved by the Sick Leave Bank Administration Committee.

- e. Enrollment Procedures-** The District shall establish an open enrollment period each year for unit members to participate in the Sick Leave Bank. Such enrollment period shall be May 1 through June 15. Unit members who donate during this open enrollment period shall be considered Bank participants effective July 1 of the next school year. (Once a unit member becomes a participant in the Bank, the unit member shall not be required to re-enroll each year.)
- f. Procedures to Use/Withdraw Sick Leave-Conditions and Restrictions**
1. In order to be eligible to withdraw sick leave from the Bank, the unit member must be a participant (donor) and have exhausted all of his/her accumulated sick leave.
 2. A unit member electing to use this Sick Leave Bank shall complete a Certificated Sick Leave Bank Request for Withdrawal Form. The unit member must submit this form to the Association of Colton Educators Office for processing. In the request, the unit member shall clearly state the details of his/her injury/illness and the number of days of sick leave the unit member is requesting from the Bank. Appropriate written verification of the illness or injury including, but not limited to, an off-work order signed by the unit member's physician, must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury if requested by the Sick Leave Bank Administration Committee.
- g. Allowable Duty Days-** The maximum number of duty days allowed to be utilized by one unit member for a single injury/illness shall not normally exceed twenty-five (25) duty days. A unit member may request a specific number of days on one (1) Certificated Sick Leave Bank Withdrawal Form. The unit member may request additional days up to the twenty-five (25) days by filing an additional request for consideration by the Committee. In situations of extreme hardship, a unit member may submit a request to the Sick Leave Bank Administration Committee for days beyond the twenty-five (25) duty days. Additional days may be granted to the unit member by the Committee based on the particular evidence of need presented in each situation. Any days approved by the Committee but unused by the unit member shall be returned to the Sick Leave Bank.
- h. Method of Payment-** When a unit member uses a day from the Sick Leave Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the different pay rates of the donor or recipients.
- i. Cancellation of Participation-** Cancellation of the unit member's membership in the Bank occurs automatically whenever the unit member fails to make an assessed contribution. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned to the unit member's account of accumulated sick leave.
- j. Accounting-** By September 20th of each year, the Payroll Office shall provide the Association with a statement detailing the number of hours withdrawn from the Bank during the past year and the number of hours available in the Bank as of the first of July of the current year. Should a unit member utilize sick leave bank benefits while on

differential pay status, the District shall deduct from the Sick Leave Bank only four (4) hours for each day for all days covered by the unit member's Sick Leave Bank withdrawal. While on differential pay status, combined with the four (4) hours from the bank, the unit member would receive full pay.

- k. Termination of Sick Leave Bank-** If the Sick Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the current members of the Bank.
- l. Administration of Bank-** The District and the Association shall administer the Sick Leave Bank. By committee, the District shall appoint two (2) and the Association shall appoint three (3) people to serve as members of the Sick Leave Bank Committee. The Committee shall choose a chairperson. The Sick Leave Bank Committee shall be responsible for approving Sick Leave Bank deposits and withdrawals from the Sick Leave Bank.
- m. Hold Harmless-** The Association agrees that it will not file, on its own behalf, or on behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision. The Association agrees to defend, indemnify, and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim, or lawsuit challenging the legality or enforcement of this provision the District may terminate this provision upon written notice to the Association.

Section 13.14-Short-Term Leave. Unit members may be granted a short-term leave of absence without pay for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays during any one (1) school year. Such leave shall not have any benefit adjustment.

Section 13.15-Unqualified Leave. Any unit member who is absent from duty without explanation will be considered on unqualified leave. All unqualified leaves shall be considered an unpaid leave if the unqualified leave exceeds five (5) days, the unit member shall be placed on an Other Leave Without Pay until the end of the term.

Section 13.16-Public Office Leave. Any unit member covered by this Agreement is entitled to a leave of absence when elected to public office. Such absence shall be without pay or benefits. Within six (6) months after the expiration of the term of office to which elected, the unit member shall return to a comparable position held at the time of beginning public office leave.

Section 13.17-Sabbatical Leave. The Board may grant sabbatical leaves. Each school year, permanent unit members shall have the right to apply for a sabbatical leave. To be qualified, a unit member must: 1) Be a permanent unit member with at least seven (7) years of continuous service to the District; and 2) The unit member must agree to return to the District for two (2)

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

years of service upon completing the sabbatical. The selection committee is to be composed of two members chosen by the District and two members chosen by the Association and shall select unit members from a list of applicants. Applications, specifying the sabbatical program, must be received by the first of January and selection completed or rejected by the first of February.

- a. Sabbatical leave shall be for one full year with one-half ($\frac{1}{2}$) year's salary, or one-half ($\frac{1}{2}$) year with one-fourth ($\frac{1}{4}$) year salary and full fringe benefits for the chosen unit member.
- b. A subversion of this section, by the selected unit member, can lead to a penalty imposed by the District, not to exceed the value of the sabbatical pay.

ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT

Section 14.1-Safe Working Conditions.

- a. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health.
- b. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et. seq.) and regulations relating thereto (California Administrative Code Section 330, et seq).
 1. When cited for failure to provide a safe working condition at the place of employment, the District shall, within two (2) days of receipt of citation, provide to the Association a copy of the citation. The Association President or his/her designee shall be released with pay to participate in any conference between the District's representative(s) and a CAL-OSHA Compliance Inspection Engineer and/or to accompany the District representative(s), if any, and the CAL-OSHA Compliance Inspection Engineer as the engineer conducts his/her walk around inspection.
- c. The Association shall appoint one (1) representative to attend the District Safety Committee established to implement the provisions of Labor Code 6401.7, (i.e., S.B. 198 Injury and Illness Prevention Program). The District Safety Committee shall provide each work site with a general procedures booklet. The District Safety Committee shall review and answer all inquiries and/or recommendations of the Site Safety Committee.
 1. All unit members are expected to comply with the Injury and Illness Prevention Program Policy. Each unit member shall be provided a copy of said policy.
 2. Upon notification of an unsafe condition or hazard, on a District form, the site supervisor will investigate and report the findings and describe the measures taken to correct the condition, when appropriate, to the District Risk Supervisor. The District shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
 3. A unit member's failure to comply with safety rules, procedures, and policies shall be cause for immediate disciplinary action by the District (Article 21).
 4. With unit member participation, each site shall have a Site Safety Committee, which shall meet monthly and review "reports of unsafe conditions or hazards", employee injuries reported, and incidents of student accidents. The Site Safety Committee shall review and enforce the site inspection program and report unique or unaddressed site issues to the District Safety Committee.
- d. Disaster Plan-The District is responsible for coordinating contact with outside agencies, maintenance of Emergency Procedures manuals, policy development and review, periodic training, equipment maintenance, coordination of emergency evaluation drills, maintenance of District and work site safety supplies, and maintenance of work site safety devices.
 1. The District shall provide each site with first aid kits containing a first aid book and basic first aid supplies.
 2. With unit member participation, each site shall annually review, update, and in-service all staff on the site emergency preparedness plan. A copy of the

District and site emergency preparedness plan shall be available upon request of any unit member from the site principal or principal designee.

3. Unit members shall remain on campus and participate fully as a “Disaster service worker” under Government Code, Chapter 8, Division IV, Title I in the event of an emergency or natural disaster until released pursuant to the District Disaster Preparedness Plan.
4. In the event of an emergency school or District closure including, but not limited to natural disasters or quarantine, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.
- e. For unit members of designated positions whose health plan does not cover the cost of the Hepatitis B injection, the District shall provide the injection at no cost. Any designated unit member beginning the injection series provided by the District and not completing it for other than medical reasons will be charged for the medical cost incurred by the District. The following are designated positions as defined by the District’s exposure control plan:

Athletic trainers and Coaches	School Nurses
Physical education teachers	SH/SDC teachers

- f. The District shall attempt to keep all school grounds and facilities free of rodents, pests, and unwanted insects. If insecticides or poisons are used for this purpose, the District shall make every attempt to post the pesticides’ spraying schedule so that unit members at a site can be warned that the spraying will take place at the site and make every attempt to apply them at times when unit members and students are not present.
- g. The District shall make every effort to provide safe off-street parking facilities for all unit members. Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee’s insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from malicious acts while the vehicle is parked or driven on District premises. Collision, theft of an entire vehicle or any optional equipment attached thereto such as a radio or tape deck, including tapes, cassettes, and hub caps, and damage to vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage per Board Policy 3038 (3).

Section 14.2-Student Suspension and Expulsion.

- a. Suspension by Teacher (from class)- A bargaining unit member may suspend a pupil from class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, including but not limited to any of the acts enumerated in Education Code Section 48900.
- b. The unit member shall immediately report the suspension to the school principal or designee and send the pupil to the principal or designee for appropriate action. The

teacher shall contact the parent or guardian of the pupil in a timely manner and ask the parent/guardian of the pupil to attend a parent/teacher conference regarding the suspension. The bargaining unit member is responsible for Education Code 48900.5 and imposing suspension only when other means of correction have failed.

- c. The pupil shall not be returned to the bargaining unit member's class during the period of suspension without the bargaining unit member's concurrence.
- d. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall only apply to classes scheduled during the same time as the class from which the student was suspended.

Section 14.3-Suspension by Administration (from school). The District will adhere to all sections of Education Code 48900 as it pertains to suspension.

Section 14.4-Referral by Teacher. When, in the judgment of the bargaining unit member, a student requires the attention of administrative staff or support personnel, the problem shall be referred to the principal or immediate supervisor, in writing, on the appropriate District form. Upon receiving a referral, the principal or immediate supervisor will respond in writing, on the appropriate District form, in a timely manner, and schedule a conference, if deemed necessary, to recommend steps for resolution of the problem.

Section 14.5-Pupil Transportation.

- a. The District may not require nor shall they request unit members to transport pupils in private vehicles.
- b. Should the District request or require that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment.

Section 14.6-Student Control.

- a. A unit member shall exercise reasonable control, as necessary, to maintain order, protect property, or protect the health and safety of self, pupils, or others.
 - 1. Every unit member shall hold pupils to a strict account for their conduct on their way to and from school, on the playground, campus, or during recess and break periods (Ed Code 44807).
 - 2. Unit members shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning (Ed Code 44807).

Section 14.7-Assault.

- a. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. They shall also fill out the appropriate incident report. Any act of violence by a student against the unit member shall be dealt with in accordance with appropriate education code and criminal code sections within the California statutes. The District shall make every effort to cooperate in the prosecution of said individuals to the fullest extent of the law.
- b. The District shall provide in-service training on a voluntary basis to unit members wishing training on how to subdue assaultive pupils, break up student fights, and use conflict intervention skills.
- c. Upon request of a unit member, the District shall provide for the defense of any criminal charges, or tort, or other civil action or proceedings brought against a unit member, in his/her official or individual capacity or both, on account of an act or omission in the scope of his/her employment as an employee of the District.

ARTICLE 15: GRIEVANCE PROCEDURES

Section 15.1-Definition. A grievance shall mean a written complaint by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of a provision of this Agreement. Hereinafter, the term “grievant” shall include either the employee or the Association. Days, for the purposes of this Article, will mean regular school working days.

Section 15.2-General Provisions.

- a. Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without filing a grievance as provided herein.
- b. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits stated herein shall not apply between the end of the traditional school year and the beginning of the next traditional year when a grievant is on a traditional calendar or when the grievant is off track on a YRE calendar.
- c. In the event a unit member exercises the right to process a grievance without assistance from the Association the District shall follow Government Code Section 3543.
- d. Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearings or conferences. However, the District will not release without loss of pay more than one (1) representative per grievance.
- e. Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with, or interruption of, the instructional program.
- f. In the case of multiple grievances on the same issue or on similar issues, at Level II or following, the District may elect to hear or respond to only one grievance. The District shall then contact the Association and request that it prepare a Class Action Grievance. The District shall provide the Association with copies of all grievance forms thereunto pertaining and the Association shall prepare a grievance for all concerned parties. the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.

Section 15.3-Levels

- a. **Informal Level**-Before filing a formal grievance, the grievant’s immediate supervisor shall meet with the grievant, or a representative of the Association as the grievant’s designee, within ten (10) days of the alleged grievable occurrence. Unit members must clearly state to the supervisor that the discussion relates to an informal grievance so that the

nature and purpose of the discussion are understood by both parties. After the meeting has taken place, the grievant or the Association representative and the immediate supervisor shall sign and date the standard grievance form, indicating only that the informal meeting has taken place. The form shall specify the alleged contract violation before signatures are written. If the meeting does not resolve the issue, or the meeting does not take place within ten (10) working days, the grievance shall proceed to level I. If the grievant or Association do not attempt to meet with the immediate supervisor for an informal level meeting, then further appeal is barred as indicated in Section 15.2 (b) of this Article.

- b. Level I-Any employee who has a grievance may reduce such a matter to writing, within fifteen (15) days after the employee has knowledge or reasonably should have knowledge of the event which caused the grievance and submit it to the immediate supervisor who shall meet with the employee and/or an Association representative in an attempt to resolve the matter. Such meeting and a response in writing by the District will be made within ten (10) days after submission of the grievance into Level I.
- c. Level II-If the grievance is not resolved in Level I, a written notice of appeal to Level 2 shall be served to the district within ten (10) days following the disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the employee, an Association representative, and the Superintendent or designee, and/or whomever else the Superintendent elects to be present. If the designee met with the grievant at Level I, the Superintendent and/or a different designee shall meet with the grievant and their representative at Level II. Such meeting and response in writing by the District will be made within ten (10) days after submission of the grievance into Level II.
- d. Level III-Mediation-If the grievance is not resolved in Level II, a written notice of appeal to Level III shall be served to the District within ten (10) days following the disposition of the grievance in Level II. The matter may be submitted to a mediator upon mutual agreement between the District and the grievant/Association. Such agreement shall be reached within ten (10) days. If no such agreement is reached within ten (10) days, the District or the grievant/Association may take the grievance to Level IV. If there is mutual agreement, a mediator, appointed by the State Conciliation Service, will hear both positions and render non-binding suggestions in the hope that a solution will result. At the close of the mediation session, if a settlement has not been achieved, the grievant/Association and the District representative shall state such in writing.
- e. Level IV
 - 1. In the event the grievance is not settled at Level III, or there is no mutual agreement to use Level III, the grievant shall have up to ten (10) days to notify the Association of the unit member's request for arbitration. The Association shall within five (5) days notify the District in writing of the grievant's request for arbitration. Should the Association choose to submit the grievance to binding arbitration, it shall notify the Superintendent of such decision within thirty (30) days of the date that the Association notified the District of the grievant's request for arbitration.

2. The District, within ten (10) days of the request, shall request the State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. The Association and the District shall attempt to agree on a binding arbitrator from this list within five (5) days upon its receipt. If no agreement can be reached, each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of striking shall be determined by lot.
3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
4. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
5. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. The arbitrator's decision must be limited to the specific issue or issues submitted, and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement.
6. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and decisions, which shall be binding to the Board of Education, the unit members, and the Association.

Section 15.4-Waivers.

- a. Any of the time limits set forth in this Article may be waived by written agreement between the Parties.
- b. Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

Section 15.5-Association Representatives. Association Representatives shall be designated by the Association to take up matters pertaining to grievances. The Association shall be afforded two (2) days of substitute time per month for investigation of grievances on file. Three (3) days notice will normally be provided.

ARTICLE 16: PRE-RETIREMENT PROGRAM

The District may, in accordance with Education Code Section 22713, authorize a pre-retirement program whereby a certificated employee may reduce their workload prior to retirement from full-time to part-time duties and receive the credit toward retirement that would have been received if employment was on a full-time basis. Regulations governing this article shall include the following:

- a. Only permanent certificated employees may apply.
- b. The employee must have reached the age of 55 years by the start of the semester in which work begins.
- c. Participation in this program shall not extend beyond the age of 65, nor more than 5 years, whichever comes first.
- d. Application for part-time employment under this program shall be in writing to the Assistant Superintendent, Human Resources, indicating that it is the employee's desire to retire at the expiration of his/her employment under this program.
- e. Prior to application for the pre-retirement program, the employee must have accumulated fifteen (15) or more years of service as a full-time certificated employee with the Colton Joint Unified School District.
- f. The request for part-time employment under this Article shall be exercised by the written request of the employee to the Assistant Superintendent, Human Resources, no later than February 15 of each year.
- g. Guidelines for participation in the program shall be established and published by the District.
- h. The choice of the semester or the work period in which service is allowable shall be at the option of the District.
- i. The employee shall be paid a salary pro-rated to the basis of a full-time salary for the position and time in which he/she serves.
- j. All other rights and benefits shall be provided in accordance with District policy except as otherwise provided in this Agreement. During the time in which the employee is not rendering services to the District, the unit member's status shall be regarded as an employee on unpaid leave.
- k. Such part-time employment shall be the equivalent of one-half the time of service required by the employee's contract of employment during the final year of service in a full-time position.

A member employed on a part-time basis shall receive the retirement credit the unit member would have received if the unit member was employed on a full-time basis and have retirement allowances as well as other benefits that the unit member is entitled to, based upon that salary which would have been received if employment were on a full-time basis. The employee and the District shall contribute to the teacher's retirement fund the amount that would have been contributed if the employee were employed on a full-time basis.

ARTICLE 17: EMPLOYMENT AFTER RETIREMENT PLAN

Section 17.1 After fifteen (15) full years of continuous satisfactory service in the District and being between the ages of 55 and 65, a certificated employee who has filed for STRS retirement will become eligible for the program.

Section 17.2 Persons opting for this employment will serve at activities or services and at times established by mutual understanding with the Superintendent. Such services may include, but not be limited to, the following: curriculum development, instructional program evaluation, assistance to new or inexperienced teachers, development of learning materials, attendance monitoring, and the conducting of research projects.

Section 17.3 Upon condition of satisfactory service, at time of retirement, persons must sign up for this extended service. Persons accepting this employment will be assured of annual renewal of employment for a period of five (5) years or until they reach the age of 65, whichever occurs first.

Section 17.4 Once accepting employment under this program, an employee may not return to regular employment in the District.

Section 17.5 Payments for the fringe benefit package are to be made by the retiree on an annual basis or at the beginning of each month as arranged through the payroll office.

Section 17.6 The District may establish a limit that no more than 5% of the certificated staff shall be in the program at any one time.

Section 17.7 The payment will be at the daily rate of the employee if the unit member were employed full-time in the District at their proper placement on the adopted salary schedule.

Section 17.8 Maximum compensation shall be the amount paid as set forth by current legislation.

Section 17.9 Retired employees in this plan are not eligible for the Medical Coverage for Retirees. However, at any time a retired employee may transfer to the Retired Medical Plan on a year-for-year basis.

ARTICLE 18: MEDICAL COVERAGE FOR RETIREES

Section 18.1 Unit members who wish to retire prior to the age of 65 may receive up to two (2) party [employee plus one eligible dependent (spouse or one child under age 26)] HMO medical coverage from the District. (The PPO and/or family coverage will be available as a buy-up) Participation in the program shall be on a voluntary basis on the part of the former employee. To be eligible to participate in the program the employee must:

- a. Be under the age of 65 and at least 55 years of age at the time of retirement. Any changes in the terms and conditions of eligibility and coverage applicable to participating employees shall also be applicable to the retiree and dependent.
- b. Have at least fifteen (15) years of service in the school district at the time of retirement. If a break in service occurs, the final term of employment must be at least eight (8) continuous years of service.
- c. Submit a letter of resignation for retirement by no later than February 15 of the year they plan to retire.
- d. Opt for the program in writing prior to retirement.
- e. If the retiree moves out of the District's medical plan(s) service area, the District will reimburse the retiree for the lesser of the actual cost to the retiree for a replacement medical plan or the average cost of the existing District HMO single or two (2) party medical premiums. to be reimbursed, the retiree shall show proof of coverage and payments acceptable to the District (cancelled check, bank transfer, or credit card payment).

Section 18.2 Upon termination of the retiree's coverage, because of death or any other reason, the coverage of the dependent shall automatically terminate at the end of the month of the occurrence.

Section 18.3 Employees in this program are not eligible for employment under the terms of Article 17 (Employment After Retirement Plan).

Section 18.4 Coverage for the employee and dependent will terminate on the first day of the month in which the retired employee reaches their 65th birthday or when the employee becomes eligible for Medicare benefits, or at the end of a five (5) year. whichever comes first. See also Section 18.8.

Section 18.5 If a husband and wife are both District employees, and both retire at the end of the same school year, or during the same school year, the District will pay for only one (1) family medical plan. Should one spouse die, the eligibility for medical insurance coverage under this article would automatically transfer to the surviving spouse.

Section 18.6 If an eligible early retiree opts to be covered by the District's medical plan instead of the Employment Plan, the retiree will be covered for a period of five (5) years or until age sixty-five (65), whichever occurs first. If the unit member's spouse becomes Medicare eligible, they must pledge both parts a. and b. of their Medicare to the District's medical plan.

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

Section 18.7 Retired Unit Members. The District also agrees to permit unit members who have retired (up to age 65) to continue on the District hospitalization medical and dental plans in order that the unit member may continue at the established group rate for that member's age classification. Such hospitalization/medical and dental coverage will be subject to any limitations imposed by the insurance carrier. The retired unit member will be responsible for submitting payments for health plan premium coverage to the Business Office of the District on the time schedule established by the District. Failure of the retired unit member to meet the established premium payment schedule will result in the retired unit member being terminated from the hospitalization/medical-dental plan. The District shall make available to retirees a Medicare supplement plan at the retiree's cost when the benefits provided in this Article expire.

Section 18.8 Employees Age Fifty (50) or older on July 1, 2007 Notwithstanding any other provision in this Article, employees who are age fifty (50) or older on July 1, 2007 shall be eligible for up to ten (10) years of benefits, provided, however, such employees meet all of the terms, conditions, and qualifications to be eligible for benefits as provided in this Article. Except for the extension of benefits, up to an additional five years, all other provisions and limitations in this Article shall apply.

Section 18.9 Retiree Benefits Costs The Association acknowledges that retiree medical benefits costs are part of the Total Compensation provided for active unit members.

ARTICLE 19: TEACHER INDUCTION PROGRAM

Purpose: The Association of Colton Educators and the Colton Joint Unified School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of achieving and maintaining successful performance. Therefore, the parties agree to cooperate in the design, support, and implementation of a program to improve the quality of instruction through individualized, job-embedded mentoring and support to teachers in the induction program to meet the California Standards for the Teaching Profession.

Section 19.1-Induction.-is a credential program and the required route to earning a Clear Teaching Credential. The Commission on Teacher Credentialing (CTC) governs induction programs based on the Teacher Induction Program Preconditions and Program Standards. Only CTC-accredited program providers may offer induction. The District adheres to the operative conditions of a CTC-accredited teacher induction program.

Section 19.2-Candidate Teachers are unit members who possess a preliminary teaching credential and receive job-embedded mentoring and support while participating in the induction program.

Section 19.3-Reflective Coaches are exemplary teachers meeting the requirements of section 19.7 and who are selected by the Educator Support Committee to provide job-embedded mentoring and support to a teacher in the induction program.

Section 19.4 Prime Evaluator-For purposes of this article, the Prime Evaluator is the administrator appointed by the District to evaluate a certificated teacher participating in the induction program as identified in article 10.1(c).

Section 19.5 Induction

- a. A Reflective Coach may be assigned up to two (2) Candidate Teachers to provide job-embedded mentoring and support. In case of emergency, with the approval of the Reflective Coach, the Educator Support Committee may assign a Reflective Coach one (1) additional Candidate Teacher.
- b. The Reflective Coach shall provide job-embedded mentoring and support to the Candidate Teacher in accordance with the Teacher Induction Program Standards.
- c. The Reflective Coach and the Prime Evaluator(s) shall have a cooperative relationship and shall consult on the development of the Candidate's Individual Learning Plan. The prime evaluator shall collaborate with the Reflective Coach, as needed, to ensure a system of support is provided for the Candidate.
- d. Neither the Reflective Coaches nor the Educator Support Committee will make written reports regarding individual Candidate Teachers, nor forward to the Governing Board the names of individual Candidate Teachers who participated in the Program.

- e. All communication between the Reflective Coach and a Candidate Teacher shall be confidential. A Reflective Coach shall not participate in the evaluation of the Candidate Teacher.
- f. These programs shall not waive the Governing Board's legal right to make a non-reelection decision.

Section 19.6 Educator Support Committee

- a. The Educator Support Committee shall consist of seven (7) members, four (4) Bargaining Unit Members and three (3) Administrators. Bargaining Unit Members shall be appointed by the Association to three-year terms.
- b. The Educator Support Committee shall establish its own meeting schedule and shall meet outside the regular school day, on the dates to be determined by the Committee. Four (4) members, the majority of which shall be teachers, shall constitute a quorum; actions of the Educator Support Committee shall require an affirmative vote of at least four (4) members. Meetings and other induction-related business which cannot be accomplished after the workday may take place during the regular teacher workday, and substitutes shall be provided to release Association members from their other duties.
- c. The Educator Support Committee supports/coordinates the implementation of the induction program.
- d. The duties of the Educator Support Committee related to the Teacher Induction Program shall be as follows:
 - 1. Select the trainers and/or training providers for Educator Support Committee members and reflective coaches.
 - 2. Establish its own rules and procedures, including the method for the election of a Chairperson by majority vote.
 - 3. Select the panel of Reflective Coaches.
 - 4. Adopt rules and procedures to effect the provisions of this article. Develop forms necessary for rules and procedures. Adopted rules and procedures shall be consistent with the terms of this Article. To the extent that there is an inconsistency, the terms of the Collective Bargaining Agreement shall prevail.
 - 5. Make available a copy of the adopted Rules and Procedures to all Bargaining Unit Members.
 - 6. Establish and Implement procedures for the application and selection of Reflective Coaches, and for assessing the quality of services provided to Candidate Teachers.
 - 7. Determine the number of Reflective Coaches in any school year based upon participation in the Induction Program.
 - 8. Make assignments of Reflective Coaches.
 - 9. Develop an appeal process in regard to the application of this Article. The Educator Support Committee's decision shall be final.
 - 10. No duties of the Educator Support Committee shall supersede the legal requirements of the Colton Joint Unified School District's participation in the Induction Program.

Section 19.7 Reflective Coach

- a. A Reflective Coach is a teacher who provides job-embedded mentoring and support to a Candidate Teacher in the induction program.
- b. In accordance with the Teacher Induction Program Standards, the qualifications for Reflective Coach include, but are not limited to:
 1. Knowledge of the context and content area of the Candidate's teaching assignment.
 2. Demonstrated commitment to professional learning and collaboration.
 3. Possession of a Clear Teaching Credential.
 4. Ability, willingness, and flexibility to meet Candidate's needs for support.
 5. Minimum of three (3) years of effective teaching experience.
 6. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
 7. Bargaining Unit Member with permanent status.
- c. In applying for a position of Reflective Coach, each applicant is required to submit two (2) confidential references from individuals with specific knowledge of their expertise, as follows:
 1. A reference from a site principal or other administrator.
 2. A reference from an Association representative.
- d. Reflective Coaches shall be selected by a majority vote of the Educator Support Committee following classroom observations by at least one (1) Association member and one (1) administrator. Observations shall be 15-45 minutes in length in a classroom.
- e. The term of the Reflective Coach shall be up to three (3) years. The term may be extended at the discretion of the Educator Support Committee. The District agrees a Reflective Coach who becomes an administrator shall not be a prime evaluator for any of their previously assigned teachers until their assigned teacher(s) reaches permanent status.
- f. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. Reflective Coaches shall continue to have all rights of bargaining unit members.
- g. Reflective Coaches shall support candidate teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Candidate.

Section 19.8 Budget Priorities and Considerations

- a. The District shall not be required to allocate funds for the program as set forth in this Article.
- b. In addition to the regular salary, a Reflective Coach shall receive a stipend of \$2,500 per Candidate Teacher served.

- c. The stipend for the Bargaining Unit Members of the Educator Support Committee is defined in Article 20 Peer Assistance and Review.

Section 19.9 Other Provisions

- a. Unit Members who function as Educator Support Committee or Reflective Coaches under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1(g) and (m).
- b. The District shall defend and hold harmless individual Educator Support Committee members and Reflective Coaches from any lawsuit or claim arising out of performance of their duties under this induction program as provided by the California Tort Claims Act. The Association retains the right to participate in the litigation.
- c. The program described in this Article and the District's evaluation functions shall operate independently of each other; however a cooperative relationship between the Prime Evaluator and the Reflective Coach is encouraged with respect to the process of induction. Nothing within this agreement or within the program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the programs. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, administrative transfers, involuntary reassignment, and evaluation independently of the programs. Decisions and actions within the program are not binding on the District nor the Governing Board.
- d. This Article may be reopened at any time by mutual consent of the parties as needed.

ARTICLE 20: PEER ASSISTANCE AND PEER REVIEW (PAR)

Purpose: The Association of Colton Educators and the Colton Joint Unified School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of achieving and maintaining successful performance. Therefore, the parties agree to cooperate in the design and implementation of a program to improve the quality of instruction through expanded and improved professional development and peer assistance for permanent teachers.

Section 20.1-Participating Teachers are permanent unit members with a CLEAR credential who receive peer assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.

Section 20.2-Consulting Teachers are exemplary teachers meeting the requirements of Section 20.7 who are selected by the Educator Support Committee to provide peer assistance to a Participating Teacher in the Peer Assistance and Review Program (PAR).

Section 20.3-Evaluator is an Administrator appointed by the District to evaluate a Certificated Teacher.

Section 20.4 Peer Assistance and Review Program Components. There are two categories of Participating Teacher: Referred Participating Teacher and Volunteer Participating Teacher.

- a. Referred Participating Teacher**-a permanent unit member who has received an unsatisfactory final evaluation in the areas of teaching methods and instruction.
 1. A Referred Participating Teacher shall have input on the selection of their Consulting Teacher. A Referred Participating Teacher may request a change within ten (10) work days after receiving the selection. The Educator Support Committee shall make final decisions on the assignment of Consulting Teachers.
 2. All communication between Consulting Teacher and the Referred Participating Teacher shall be confidential and, without written consent of the Referred Participating Teacher, shall not be shared with any others, except the Educator Support Committee.
 3. The Referred Participating Teacher has the right to be represented at any Educator Support Committee meeting throughout these procedures by an Association representative.
- b. Volunteer Participating Teacher**-a Permanent Unit Member who voluntarily seeks to improve their teaching performance through peer assistance. Participation is for peer assistance only and the Consulting Teacher shall not document and/or participate in any performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate participation in the PAR program at any time. A teacher who has entered the program voluntarily may be involuntarily placed in the program in the event the teacher receives an unsatisfactory final evaluation as described above. Volunteer

Participating Teachers shall be given assistance if sufficient Consulting Teachers are available.

1. A Volunteer Participating Teacher shall select a Consulting Teacher from the panel of Consulting Teachers provided by the Educator Support Committee. A Volunteer Participating Teacher may request a change at any time.
2. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer, shall not be shared with others, including the site principal, evaluator, or the Educator Support Committee.

Section 20.5 Program Process for a Referred Participating Teacher

- a. When a teacher is evaluated in accordance with Article 10 Evaluations, and the final evaluation summary mandates the teacher be placed into the PAR program, the following process shall be followed:
 1. A Consulting Teacher shall be chosen by the Educator Support Committee to coach and mentor the Referred Participating Teacher for the entire school year. The Referred Participating Teacher shall have input on the selection of the Consulting Teacher.
 2. Within the first thirty (30) calendar days of the school year, the Referred Participating Teacher and the Consulting Teacher shall meet and consult with the evaluating administrator who completed the final evaluation summary which mandated the teacher to PAR to review the areas that were unsatisfactory, and discuss a plan to address the specific areas. The goals of the resulting support plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas and to discuss a plan to address the unsatisfactory areas identified on the summary evaluation.
 3. A Consulting Teacher shall be provided up to a maximum of fifteen (15) hours release time per referred participating teacher served.
 4. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, establish mutually-agreed upon performance goals, develop the PAR support plan, and develop a process for determining successful completion of the program. Such support plans must be approved by the Educator Support Committee.
 5. The Consulting Teacher shall conduct observations of the Referred Participating Teacher during classroom instruction. A minimum of two (2) observations per semester shall be conducted. Observations shall be at least twenty (20) minutes in length.
 6. The Consulting Teacher shall conduct post-observation conferences with the Referred Participating Teacher. During each conference, the Consulting Teacher shall provide to the Referred Participating Teacher an information feedback form to measure progress.
 7. A classroom observation by at least one (1) Association member and one (1) Administrator from the Educator Support Committee shall be conducted, and a

minimum of one (1) observation per semester shall be conducted. The observing members shall conduct post-observation conferences with the Referred Participating Teacher and Consulting Teacher. During each conference, the observing members shall provide to the Referred Participating Teacher an information feedback form to measure progress.

8. The Consulting Teacher shall submit a mid-year report to the Educator Support Committee on the Referred Participating Teacher's progress no later than December 1st.
 9. The Consulting Teacher shall complete and submit a final report of the Referred Participating Teacher's progress in meeting the goals of the support plan to the Educator Support Committee no later than May 1st. The final report shall include the assistance provided and a statement of the Referred Participating Teacher's progress with the plan. A copy of the final report shall be provided to the Referred Participating Teacher.
 10. The Educator Support Committee shall not act on the Consulting Teacher's final report before ten (10) workdays following the receipt of the report to allow the Referred Participating Teacher sufficient time to submit a written response.
 11. The final report of the Referred Participating Teacher's participation in the PAR program shall be submitted to Human Resources for placement in the personnel file, and shall not be used in the formal evaluation by the site administrator of the Referred Participating Teacher.
- b. Should the final report conclude that the referred participating teacher did not make adequate progress in the par program, the following process shall be followed:
1. The Educator Support Committee may submit a recommendation to the Superintendent and/or Governing Board to authorize one (1) additional school year in the PAR program.
 2. If approved, the Referred Participating Teacher may receive additional services which may include, but are not limited to:
 - a. An additional year of support from a Consulting Teacher.
 - b. Requirements to attend mandatory trainings, conferences, and/or workshops related to the elements that were unsatisfactory.
 - c. Requirements to observe fellow colleagues, with permission.
 - d. An outside coach.
 3. During the second year of peer assistance, the Consulting Teacher and site principal shall consult and make a recommendation on which type of support the Referred Participating Teacher shall receive. This recommendation is subject to the approval of the Educator Support Committee.

Section 20.6 Educator Support Committee

- a. The Educator Support Committee members and terms are defined in Article 19 Teacher Induction Program.
- b. The Educator Support Committee oversees/coordinates the implementation of the PAR program.

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

- c. The duties of the Educator Support Committee related to the PAR Program shall be as follows:
1. Select the trainers and/or training providers for Educator Support Committee Members and Consulting Teachers.
 2. Schedule and attend training(s).
 3. Establish its own rules and procedures, including the method for the selection of a Chairperson by majority vote.
 4. Select Consulting Teachers.
 5. Make available initial and ongoing training for Consulting Teachers prior to the Consulting Teachers' participation in the program.
 6. Make available the list of Consulting Teachers for selection by the Referred Participating Teacher.
 7. Make available the list of Consulting Teachers for input by the Volunteer Participating Teacher.
 8. Adopt Rules and Procedures to effect the provisions of this Article. Develop forms necessary for Rules and Procedures. Adopted rules and procedures shall be consistent with the terms of this Article. To the extent that there is an inconsistency, the terms of the Collective Bargaining Agreement shall prevail.
 9. Make available a copy of the adopted Rules and Procedures to all Bargaining Unit Members.
 10. Establish and implement procedures for the application and selection of Consulting Teachers, and for assessing the quality of services provided to a Referred Participating Teacher.
 11. Determining the number of Consulting Teachers in any school year, and the amount of release time provided to Consulting Teachers based upon participation in the program, the budget, and other relevant considerations.
 12. Review the final report prepared by the Consulting Teacher and make recommendations to the Superintendent/Governing Board regarding the Referred Participating Teacher's progress in the PAR program.
 13. Approve PAR support assistance plans developed by Consulting Teachers before implementation.
 14. Accept or reject voluntary requests for assistance from bargaining unit members based on criteria developed by the Educator Support Committee.
 15. Make assignments of Consulting Teachers prior to the end of the school year. Make assignments of other trainers for staff development needs as the budget allows, with input from the Educational Services Division.
 16. Develop an appeal process in regard to the application of this Article. The Educator Support Committee's decision shall be final.
 17. Evaluate the effectiveness of the PAR program in order to make changes to improve the program annually.

Section 20.7 Consulting Teacher Requirements

- a. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the following minimum qualifications:
 1. Bargaining unit member with permanent status.
 2. Possession of a California Clear teaching credential.
 3. Exemplary full-time classroom teaching experience for a minimum of five (5) years.
 4. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In applying for a position of Consulting Teacher, each applicant is required to submit two (2) confidential references from individuals with specific knowledge of his or her expertise, as follows:
 1. A reference from a site principal or other administrator.
 2. A reference from an Association representative.
- c. Consulting Teachers shall be selected by a majority vote of the Educator Support Committee following classroom observations by at least one (1) Association member and one (1) administrator. Observations shall be at least twenty (20) minutes in length in a classroom.
- d. The term of the Consulting Teacher shall be up to three (3) years, and the Consulting Teacher may reapply for additional terms.
- e. Consulting Teachers shall receive a one-time per diem rate for the completion of training during their off-track/summer period upon prior approval of the Educator Support Committee.
- f. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue to have all rights of bargaining unit members.
- g. Consulting Teachers shall have the responsibility for up to two (2) Referred Participating Teachers. With approval of the Consulting Teacher, the Educator Support Committee may assign up to two (2) additional Referred Participating Teachers.

Section 20.8 Budget Priorities and Considerations

- a. The District shall not be required to allocate funds for the program as set forth in this Article.
- b. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$3,000 per Teacher served.
- c. Bargaining unit members of the Educator Support Committee shall receive a stipend of \$4,000.

Section 20.9 Other Provisions

- a. Unit Members who function as Educator Support Committee or Consulting Teachers under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1(g) and (m).
- b. The District shall defend and hold harmless individual Educator Support Committee members and Consulting Teachers from any lawsuit or claim arising out of performance of their duties under this PAR program as provided by the California Tort Claims Act. The Association retains the right to participate in the litigation.
- c. All proceedings and materials related to PAR evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Educator Support Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- d. The program described in this Article and the District's evaluation functions shall operate independently of each other; however a cooperative relationship between the principal and the Consulting Teacher is encouraged with respect to the process of peer assistance and review. Nothing within this agreement or within the program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, administrative transfers, involuntary reassignment, and evaluation independently of the program. Decisions and actions within the program are not binding on the District nor the Governing Board.
- e. This Article may be reopened at any time by mutual consent of the parties as needed.

ARTICLE 21: SHARED CONTRACT EMPLOYMENT

Section 21.1-Definition. A shared contract shall refer to two (2) permanent unit members sharing one (1) teaching assignment. Two unit members may share an assignment for a minimum of one (1) trimester/semester.

Section 21.2-Eligibility. Shared contract positions for the following school year may be obtained by permanent unit members by filling an intent to share form. The form shall be filed with the District by February 15. Exceptions to this date will be considered in the event of unusual circumstances and requests shall be subject to District needs and final Board approval.

Section 21.3-Selection of Position and Applications. Unit members requesting shared contract positions will meet with the administrator(s) from the worksite where such a shared position may exist in order to develop suitable combinations. The final determination of shared positions and the selection of applicants shall be made by the District.

Section 21.4-Procedures.

- a. By March 1 the District will make available at the Human Resources Office to each applicant a list of other applicants interested in a shared contract.
- b. By April 1 each shared contract pair must submit their names to the District.
- c. By April 15 the District shall approve or deny the requests and notify, in writing, the applicants of its decision.
- d. By May 1 shared contract pairs shall submit their calendars to the principal.
- e. By May 15 the principal shall notify the shared contract pairs of the approved calendar.

Section 21.5-Shared Contracts.

- a. Unit members sharing a contract must accept the responsibility of assuring that compatible classroom management will exist.
- b. Shared contracts will be issued reflecting all pertinent information concerning the assignment (i.e., dates, including duration of the assignment, description of subject/grade level, location, salary, and benefits). The shared contract will incorporate the provisions of this Agreement and will include a statement: "If you wish to renew this shared position for the next school year, you must notify the District on or before February 15 of the school year in which this contract applies."

Section 21.6-Compensation. A participant in the shared contract program shall receive the proportionate amount of the regular annual salary paid in equal monthly installments, or as otherwise mutually agreed upon by the unit member and the District. Participants shall be eligible for a proration of the District contribution toward the fringe benefit program applied in the same manner as salary. For every two (2) years of continuous, completed shared contract service in the Colton Joint Unified School District, unit members will advance one (1) step on the salary schedule.

Section 21.7-Time Requirements.

- a. The time requirements for a shared contract position shall be proportionate to the regular workday.
- b. Unit members in shared contract positions will be required to attend “Back to School Night”, “Open House”, and parent conferences. Faculty meetings shall be attended by the teacher on duty.
- c. The specific time requirements of participating unit members shall be mutually agreed upon by the district and the unit member prior to entering into a shared contract.

Section 21.8-Return to Full-Time Position.

- a. Full-time unit members opting for reduction in time may, at their option, return to full-time employment in a comparable position the following year. The District and the unit member may agree on a definite return date as part of the shared contract agreement.
- b. Unit members intending to return to full-time status must notify the District of their intent to do so by February 15 of the year prior to their return.
- c. Unit members returning to full-time status will be entitled to the same rights as any other unit member on a paid leave status (except as noted in section 20.6).

ARTICLE 22: DISCIPLINE

Section 22.1-No permanent or probationary unit member shall be disciplined without just cause. The District shall have the right to warn, reprimand, discipline, or suspend with or without pay, any unit member for just cause."Just Cause" shall mean such cause as shall constitute sufficient reason to take an action to meet the needs of a given situation. The action must be appropriate and reasonable provided it is taken in reference to the given circumstances. The unit member must have fair notice, and action shall in no way affront due process. Furthermore, a unit member shall not be suspended based solely on hearsay.

Section 22.2-In the administration of this Article, the District shall observe for similar or related offenses the following progressive remediation steps:

- a. A verbal warning. This shall include written verification that the verbal warning has taken place.
- b. A conference with the unit member, which is memorialized in a memorandum, but not placed in the personnel file.
- c. A written reprimand, which is placed in the personnel file. The content of oral or written communications in Steps a, b, and c shall not be subject to the grievance procedure.
- d. Imposition of a first suspension not to exceed five (5) consecutive workdays. Any suspension shall be based upon the just cause, as defined in Section 1, and shall include, but not be limited to, insubordination, failure to perform assigned or expected duties, unprofessional conduct, excessive or inappropriate absenteeism or tardiness, or the causes set forth in Ed Code 44932.
- e. Imposition of additional suspensions not to exceed ten (10) consecutive workdays. (Suspension procedure will be same as section 21.2.d above)
- f. In the event of major or serious infractions, failure to follow safety procedures as outlined in Article 14, or inappropriate behavior, defined in Board Policy 6640 and Ed Code 44932 and 44933, the District may impose discipline without following the progressive steps set forth above.

Section 22.3-In the event of a suspension under the provisions of this Article, it is agreed that the following provisions shall be adhered to:

- a. Prior to imposing a suspension without pay, the District shall provide the unit member with written notice thereof which shall include the cause or causes for disciplinary action in a specific statement of charges. A conference shall be held between the unit member and his/her immediate supervisor or other appropriate administrator, at which time the unit member shall have the opportunity to respond to the charges and to any written materials upon which the charges are based. The unit member may be represented by the Association during this conference.
- b. After the conference, the immediate supervisor or other appropriate administrator shall decide whether or not to impose a suspension without pay and give the unit member written notice thereof. Except in cases of major or serious infractions, this suspension shall not be imposed until the time limit for appeal to arbitration has expired and in the

event that the appeal to arbitration is timely filed, the suspension (except in cases of serious or major infractions) shall be held in abeyance until the decision of the arbitrator has been rendered.

- c. Upon being served with written notice of suspension, the unit member may request the Association to ask for a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Association. If mutual agreement cannot be reached within five (5) calendar days after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Service. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and the remaining individual shall serve as the arbitrator. [should add first choice determined by lot as written earlier in contract]
- d. The Association must file the request for hearing, under Section c above, with the Superintendent's office no later than ten (10) calendar days (excluding winter and spring recesses) after receiving the notice of suspension. Failure to file a written appeal within the ten (10) calendar day period shall be deemed a waiver of any right to a hearing.
- e. The arbitrator shall prepare written findings and a decision within twenty (20) calendar days after the close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify, or revoke the suspension without pay. Any modification shall be limited to decreasing the number of suspension days, and if the suspension is reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

Section 22.4

- a. Steps a and b only of Section 22.2 shall not be carried more than twelve (12) calendar months beyond the last similar infraction.
- b. If no further infraction of a similar nature occurs within thirty-six (36) calendar months of the written reprimand (Section 22.2.c) the District shall begin again with Section 22.2.a for any subsequent similar infraction.

Section 22.5-The terms "discipline", "disciplinary action", and "suspension", for the purposes of this Article, means suspensions without pay not to exceed ten (10) consecutive workdays. The term "major or serious infractions" means any acts committed that would be grounds for dismissal under the Education Code.

Section 22.6-The costs of an arbitrator shall be borne equally by the District and the Association. Each party shall bear its own costs of representation of the hearing.

Section 22.7-Nothing contained in this Article shall be construed to limit or restrict the authority of the Governing Board to dismiss, suspend, or to take disciplinary action under the Education Code or other applicable law. Suspensions of ten (10) consecutive workdays or less shall be subject to the due process procedure set forth in this Article, and the contractual grievance procedures shall not apply.

Section 22.8-If, after having been disciplined, the unit member serves the District for forty-eight (48) months without the need for further disciplinary action, upon request, the District shall seal the written reprimand and/or suspension notice within the personnel file.

ARTICLE 23: YEAR-ROUND EDUCATION

Section 23.1-Introduction. The Association shall be informed of the designation of year-round school sites or discontinuance thereof, including grade levels, within two (2) school days following the Board of Education meeting where such designation is made. In addition, if the District decides to implement YRE schools at grade levels other than K-6, it will give prompt notice of such intent to the Association and will meet and negotiate regarding issues arising because of the implementation at the additional grade levels. The District and the Association will continue to discuss implementation of YRE programs during the term of the Agreement. Provisions of this article apply to Year-Round schools only, if and when the schedules are implemented. Except for these provisions, members of the unit involved in Year-Round schools will be subject to all other provisions of the Agreement.

Section 23.2-Track Selection. Unit members at a school site will have first selection of a track before any transfers are considered. School Site meetings shall be held at each YRE site during which unit members shall determine initial track selections among themselves based on staffing needs with the approval of the site administrator. Individual track openings may be filled at the end of the school year by on-site unit members as the openings occur. If two employees at a school site determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to April 15. The administrator shall respond no later than May 15. All responses shall be in writing. If disapproved, specific reasons shall be provided if requested in writing by the unit member.

Section 23. 3-Intersessions. Unit members teaching four (4) or less hour intersessions will be compensated at the Summer School rate. Unit members teaching regular instructional day (See Article 8) intersession will receive per diem rates. Unit members shall accrue one (1) day of sick leave per intersession. The District will post openings for intersession assignments if it determines such sessions will be held. No unit member will be required to work longer than one hundred eighty-five (185) workdays, except as otherwise provided in this Agreement. The District may provide for additional workdays for some bargaining unit positions. Such positions shall be posted. Unit members who agree to work such additional days shall be compensated at the appropriate rate of pay for the extended work year (as mentioned above).

Section 23.4-Preparation Days. Prior to the beginning of each school year two (2) preparation days may be required. Preparation days during the school year may be scheduled at the discretion of the unit member with prior approval of the site administrator. For unit members who report to duty on the teacher preparation days as indicated on the school calendar, the District will make every effort to provide duty-free days for the purpose of classroom preparation and scheduled on-track staff meetings. On the last prep day preceding the arrival of the unit member's students, work hours may be flexible to allow unit members at least three and one-half (3½) hours to work in their assigned unencumbered classroom until no later than 7:30 p.m. A unit member changing from the traditional school program to the Year-Round Education program shall have the option of selecting any two (2) preparation days on the Year-Round Education program calendar for the purpose of preparing for the beginning of the unit member's ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

work year. The unit member must receive approval from the site administrator prior to working these days.

Section 23.5-Rovers. With the approval of the site administrator, unit members may elect to use rovers. Rovers shall be drawn from a pool of volunteers. Rovers will be given the option of a duty-free work schedule or receive a ratio of 1.02 on the salary schedule.

Section 23.6-Substitute Options. (See Article 8, Section 13)

Section 23.7-Flexible Scheduling. A unit member teaching an on-track assignment will be permitted to exchange a maximum of ten (10) instructional days with an off-track unit member if approved by the site administrator. The District shall be notified by the on-track unit member ten (10) days prior to the exchange period. All such exchanges must be completed within one (1) fiscal year. Such arrangements shall not impact other leaves set forth elsewhere in the Agreement.

Section 23.8-Working Conditions. It is the intent of the District that only air-conditioned schools will be designated as Year-Round Education program sites. The District will be responsible for providing adequate and secure storage for District-supplied materials and individually-owned unit member supplies approved by the site administrator. Adequate materials and supplies will be provided by the District for each instructional track. adequate desks, files, and related equipment will be provided by the District for each on-track unit member.

Section 23.9-Miscellaneous. Each track may have one (1) Open House per school year. It shall not be the regular policy of the District to assign students who are off-track to the classrooms of on-track unit members, on a temporary basis, for the purpose of making up instructional time. Off-track unit members will not be required to attend any school functions unless they are employed under separate contract, i.e., intersession meetings. If the unit member agrees to complete an extra pay for extra duty assignment and is required by the District to fulfill this assignment during that member's off-track time, (such as spelling bee, science fair, or other paid duty), the District shall compensate the unit member at the contractual hourly extra duty assignment rate. The District shall determine the appropriate number of hours to be compensated.

Section 23.10-Special Services. In meeting instructional needs for students' special services during the Year-Round Education program, unit members shall be given first consideration. Unit members who provide special services and are needed to fulfill Federal, State, and/or District guidelines may apply to work an extended work year beyond their regular assignment at the unit member's per diem rate of pay to include anniversary steps, stipends, and ratios. (See Appendix II, Section A for current work year.) Selection shall be on a voluntary basis if all positions can be filled by that method. Otherwise, assignments will be made by the District. Specialists, including nurses, psychologists, counselors, speech therapists, adaptive physical education teachers, Curriculum Program Specialists, and resource specialists may service

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

multiple tracks throughout the year by volunteering for additional work days beyond the contractual limits. YRE unit members, working a YRE contract, shall be given a work schedule prior to April 15. If a unit member wishes to modify the schedule to better meet the needs of students, the unit member may submit change requests to the appropriate supervisor for approval. All requests for modification shall be submitted no later than May 1. The District shall notify the unit member no later than May 15 of the final approved work schedule for the following year. Once the work schedule is set for the year, no further changes shall be allowed. No unit member will be required to work a four (4) day workweek; unless, the District has posted the position as such. A four (4) day workweek may be implemented when a reduced work year is requested by the Association. Unit members providing services for special needs will be assigned no more than three (3) work sites if possible.

Section 23.11-Evaluation. Observation and evaluation procedures and schedules shall be in accordance with Article 10. Unit members shall have only one prime evaluator during a school year unless a change is requested by the unit member, or the prime evaluator with the permission of the Superintendent or their designee.

Section 23.12-Salary. Unit members shall have their salary adjusted retroactively to the beginning of their initial track upon submission of additional units prior to November 1. Step changes will occur as per contract on July 1 for year-round. Anniversary increments will begin on July 1 for year-round unit members. A unit member assigned to a YRE position shall be compensated on the same base salary schedule as a unit member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in Appendix I Section B. Unit members who work at YRE sites shall not be adversely affected by the application of the standards of advancing on the salary schedule or obtaining years of service credit, as defined in Article 7 of the Collective Bargaining Agreement. If a unit member transfers into or out of a YRE site and in the process changes their pay cycle, the District will make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants. The District shall not be required to advance salary pay to unit members unless a bond acceptable to the District is provided by the unit member. Over and under payments that occur in any fiscal year will be handled as quickly and equitably as possible, but not later than the end of the school year. The beginning date for seniority will be determined by the first day of paid service. Unit members on YRE shall receive twelve (12) pay warrants per school year.

ARTICLE 24: SPECIAL EDUCATION

Section 24.1-Definition. This section is approved to meet requirements of students with special needs. It is the intent of both parties, the District and the Association, to comply with all Federal and State regulations and laws. Any provisions of this Article found to be in violation of Federal and State regulations will be deemed invalid.

Section 24.2-Transfer Reassignment. The District shall not deny any unit member serving in a special education assignment who has fulfilled all of their credential requirements the right to transfer or be reassigned to a vacant position, for which the unit member is qualified, due to the unit member possessing a special education credential.

Section 24.3-Individual Education Programs (IEPs).

- a. **Participation**-Unit members who work directly with students on active IEPs shall be provided the opportunity to serve on the IEP team responsible for developing, reviewing, and/or revising such programs.
- b. **Scheduling**-The District shall make every effort to schedule IEP meetings within the unit members regular duty day.
- c. **Placement**-The placement of a Student with Special Needs in a mainstream, collaborative, or inclusion model, will be made when deemed appropriate by the IEP team.
- d. **Distribution of IEPs**-The District shall make every effort to provide the unit member(s) who has(ve) direct student contact with a copy of the IEP as soon as possible.

Section 24.4-Evaluation Rights. All rights provided in Article 10-Evaluation, shall pertain to all unit members.

Section 24.5-RSP Extended Year. Year Round Education Special Education Resource Specialists will work 208 days. No unit member will be required to change from the 185-day work year to the 208-day work year. This will be granted on a voluntary basis.

Section 24.6-Specialized Health Care Procedures. Unit members, other than School Nurses, shall not be required to perform any medical procedures (such as clean intermittent catheterization, injections, suction, gavages feeding, and drainage) on a student. Unit members may be required to attend training on said procedures in order to be prepared to respond in an emergency situation. Such training shall be during the regular duty day.

Section 24.7-Professional Development. Training for new instructional models shall be provided during the regular duty day.

Section 24.8-Program Support. Unit members who have Students with Special Needs shall have appropriate support as required by law.

- a. **Instructional Aides**-Instructional aides shall be assigned as needed. Special Education and general education teachers shall be consulted as to the scheduling of such aides, but the District shall make the final assignment.
- b. **Collaborative/Inclusion Support**-Unit members teaching general education classes that have a Student with Special Needs enrolled in their class(es) in a Collaborative or Inclusion Model shall have the support of a Special Education teacher, instructional aide, or any other member of the Special Education Support Team whenever possible or as identified on the IEP.
- c. **Class Size**-Students involved in a Collaborative or Inclusion Model will be included in the general education teacher's class size roll.
- d. **Grading**-The District and the Association agree that grading should be a collaborative effort between the Special Education teacher and the General Education teacher for Students with Special Needs who are participating in general education. Grades are based on the criteria established in the IEP. When a student receives instruction in the regular classroom while also receiving support from a Special Education Teacher, the regular classroom teacher will work with that special education teacher to determine the appropriate grade for the student based on ability, achievement, and the differential standards that were applied. The grade will be the result of a collaborative effort of both instructors.

Section 24.9-Impact of Special Education Population in General Education Classrooms.

The District and the Association support successful placement of Special Education Students in general education classrooms, and recognize the impact on the workload of classroom teachers. The principal shall assign students in such a way as to minimize the impact and equalize student load.

Section 24.10-Collaboration. The District and the Association agree that collaboration and planning between General Education and Special Education Teachers is essential to effectively meet the needs of Students with Special Needs. It is also understood by both parties that the needs of students with disabilities cannot be met without proper collaboration. Special Education Teachers shall be provided time to meet collaboration requirements.

Section 24.11-Classroom Supplies. All Special Education Teachers shall have the same access to classroom supplies as the General Education Classroom Teacher. Special Education Teachers shall also have equal access to curricular materials and technology. Curriculum materials include, but are not limited to, student textbooks, teacher manuals, and any other supplemental materials provided to General Education Classroom Teachers.

ARTICLE 25: OTHER PROGRAMS

Section 25.1-Summer School.

- a. **Posting**-The District shall follow current contract language outlined in Article 12, Section 12.4.
- b. **Selection**-Applications will be solicited from both currently employed District personnel and non-District personnel; however, District personnel will be given priority where qualified as determined by the District. Selection shall be related to course offerings and successful teaching experience. Summer school contracts are issued subject to student enrollment and may be revoked if enrollment is decreased from original registration or if anticipated enrollment does not materialize. Where applications for Summer School are in excess of the number of positions to be filled, the following list of criteria shall be used for selection:
 - 1. Applicant must be legally qualified for the position.
 - 2. Applicant regularly employed at the level under consideration shall have preference.
 - 3. Applicant with major or minor field shall have preference.
 - 4. Applicant applying for summer position, the same as their regular position, shall have preference.

Selection processes shall take place at least annually offering Summer School based on the above-stated criteria. All unit members making an application for a position shall be given the opportunity to interview, unless the interviewing administrator is from the unit member's own site. All unit members who have made an application and are selected according to the prioritized criteria listed above shall be hired and placed prior to the placement of any non-bargaining unit members. All Summer School applicants will fill out an in-house application form, which shall be available at each site, by the posted deadline.

- c. **Pay**-The current Summer School hourly rate of pay will be increased by the same percentage increase applied to all other salary schedules (Appendix I).
- d. **Sick Leave**-Additional sick leave will be accumulated for teaching the full summer session and/or semester. Teachers who do not teach the full summer school session will not accumulate additional sick leave. Additional hours will be based on the total hours of summer school divided by a factor of twenty (20) equals the number of hours of additional sick leave. Such hours shall be added to the unit member's accumulated sick leave hours.
- e. **Preparation Time**-Unit members participating in Summer School shall be paid at the current Summer School hourly rate of pay for a minimum of thirty (30) minutes of preparation for each four (4) hours of instructional time completed. Passing periods, nutrition breaks, or breaks of any type shall not be counted as preparation time for pay purposes.
- f. **Class Size/Enrollment**-Class sizes are to be adjusted no later than the fourth (4th) student attendance day of the summer session. The District is not obligated to maintain a class when average enrollment drops below fifteen (15) students over the term of the session. Due to the remedial nature of mandated Summer School programs, the District

shall attempt to staff classes at a ratio of thirty to one (30 to 1) whenever possible. Under no circumstances shall class sizes exceed current contract language.

- g. Training-**The District may make available to teachers selected to work in Summer School up to four (4) hours of annual training/planning. If participants are required to attend, they will be compensated for up to a total of four (4) hours using the current Summer School hourly rate of pay. Participants will fill out a time sheet. If the unit member is trained during working hours, then the unit member shall receive release time from the present work assignment. The Association will be provided the opportunity to consult on the training curriculum on an annual basis.

Section 25.2-Intensive Instructional Programs (IIP).

- a. Posting-**The District shall post IIP positions at least annually and follow current contract language outlined in Article 12, Section 12.4. The District and the Association acknowledge that program offerings and design may vary from site to site.
- b. Selection-**Unit members who are interested in teaching in the Intensive Instructional Program shall annually complete the appropriate in-house application form available at each site. The principal shall review the requests. Unit members who are on-site staff members shall not be required to complete an interview for the assignment. However, if a unit member is off-site, then the principal may require an interview. Assignments shall be made by the principal. Where applications for IIP are in excess of the number of positions to be filled, the following list of criteria shall be used for selection:
 - 1. Applicant must be legally qualified for the position.
 - 2. Applicant regularly employed at the level under consideration shall have preference.
 - 3. Applicant with major or minor field shall have preference.
 - 4. Applicant applying for IIP position, the same as their regular position, shall have preference.
- c. Pay-**The current Hourly Teaching and Tutoring Assignments rate of pay will be paid to unit members participating in IIP. This rate of pay will be increased by the same percentage increase applied to all other salary schedules (Appendix I).
- d. Preparation Time-**Unit members shall be paid the equivalent of the current ratio of preparation time as practice in Summer School, which calculates to be thirty (30) minutes of preparation time for four (4) hours of Intensive Instruction teaching.
- e. Class Size/Enrollment-**Class sizes are to be adjusted no later than the fourth (4th) student attendance day of the IIP session. The District is not obligated to maintain a class when average enrollment drops below fifteen (15) students over the term of the session. There is a maximum of 25:1 (no more than twenty-five (25) students per every one (1) teacher).
- f. Training-**The District may make available to teachers selected to participate in IIP up to four (4) hours of annual training/planning. If participants are required to attend, they will be compensated for up to a total of four (4) hours using the current Hourly Teaching and Tutoring Assignments rate of pay. If the unit member is trained during working hours, then the unit member shall receive release time from the present work assignment. The

Association shall be provided the opportunity to consult on the training curriculum on an annual basis.

Section 25.3-Adult Education.

- a. **Posting**-The District shall follow current contract language outlined in Article 12, Section 12.4 of the Collective Bargaining Agreement. Selection processes shall take place at least annually offering Adult Education employment. All Adult Education applicants will complete and submit the in-house application form by the posted deadline.
- b. **Selection**-All certificated unit members employed by the District are eligible and may apply for Adult Education assignments for which they are qualified. Qualified applicants shall be given the opportunity to be interviewed for Adult Education positions prior to the District hiring outside applicants. Employment in Adult Education is subject to student enrollment and may be revoked if enrollment is decreased from original registrations or if anticipated enrollment does not materialize. Additionally, as this is an extra duty assignment, teachers are subject to release in the same manner as any other extra duty assignment.
- c. **Pay**-Compensation for Adult Education shall be as provided for in Appendix III. The current Adult Education hourly rate of pay will be increased by the same percentage increase applied to all other salary schedules.
- d. **Preparation Time**-Adult Education teachers shall be granted one (1) hour of compensated preparation time for each six (6) hours of class taught. Preparation time shall be paid at the current Adult Education hourly rate of pay.
- e. **Class Size/Enrollment**-The District shall attempt to staff classes at a ratio of no more than thirty to one (30 to 1) whenever possible. Under no circumstances shall class sizes exceed thirty six (36) students. Class size shall not fall below twenty (20) enrolled pupils. Classes that drop below the minimum number may only continue with the approval of the Adult Education Principal or designee.
- f. **Training**-The District may make available to teachers and counselors selected to work in Adult Education ongoing training/professional development. Unit members will be compensated using the current Adult Education hourly rate of pay. Participants will fill out a timesheet. If the unit member is trained during working hours, then the unit member shall receive release time from the present work assignment. The Association will be provided the opportunity to consult on the training curriculum on an annual basis.
- g. **Staff Meetings**-The District shall have no more than two (2) required staff meetings per month for Adult Education. Said meeting shall not exceed more than sixty (60) minutes in length. Meetings shall be scheduled five (5) days in advance unless an emergency exists that precludes the notice. Unit members will be compensated using the current Adult Education hourly rate of pay. Participants will fill out a timesheet.
- h. **Calendar**-Adult Education shall follow the District school calendar.
- i. **Substitutes**-All Adult Education teachers can substitute for other Adult Education teachers. All substitutes shall be paid at the Adult Education hourly rate of pay. It is the primary responsibility of the teacher of record to arrange a substitute. In cases of emergency, when no substitute can be found, the teacher of record may cancel a class.

- j. **Funding**-Section 25.3 will be in effect provided that funding is received from the Consortium. The District shall not be required to allocate funds for the program as set forth in Section 25.3.

Section 25.4 Home Hospital

- a. **Posting** - The District shall send out a notification to Certificated staff, at the end of each school year, for interest in being a Home Hospital Teacher in the upcoming year. Teachers can be added throughout the year, as needed. Selection shall follow current contract language outlined in Article 12, Section 12.4 of the Collective Bargaining Agreement. Selection processes shall take place at least annually offering Home Hospital employment.
- b. **Selection** - All certificated unit members employed by the District are eligible and may apply for Home Hospital assignments for which they are qualified. Qualified applicants shall be given the opportunity to be interviewed for Home Hospital positions prior to the District hiring outside applicants. Employment in Home Hospital is subject to student enrollment and may be revoked if enrollment is decreased from original registrations or if anticipated enrollment does not materialize. Additionally, as this is an extra-duty assignment, teachers are subject to release in the same manner as any other extra-duty assignment.
- c. **Pay** - Compensation for Home Hospital shall be as provided for in Appendix III.
- d. **Preparation Time** - Home Hospital teachers shall be granted preparation time upon request and approval from Home Hospital supervisor.
- e. **Class Size/Enrollment** - Home Hospital teachers shall have no more than three (3) students assigned at one time. Home Hospital students shall not count towards a Certificated Unit Member's class size or caseload maximums.
- f. **Training** - The District may make available to teachers and counselors selected to work in Home Hospital ongoing training/professional development. Unit members will be compensated using the current Home Hospital hourly rate of pay. Participants will fill out a timesheet. If the unit member is trained during working hours, then the unit member shall receive release time from the present work assignment. The Association will be provided the opportunity to consult on the training curriculum on an annual basis.
- g. **Staff Meetings** - Home Hospital Teachers shall meet with their assigned Home Hospital student(s) outside of contract time. Contractual time includes staff meetings.
- h. **Calendar** - Home Hospital shall follow the District school calendar.
- i. **Participation** - Certificated Unit Members shall not be mandated to participate in the Home Hospital Program.
- j. **Verification** - Both certificated staff and the parent/guardian shall verify weekly services rendered.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION

Section 26.1. During the term of this Agreement, both the Association and the District agree that they shall not be obligated to meet and negotiate, unless mutually agreeable with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Association or the District at the time they met and negotiated on and executed this Agreement.

Section 26.2. Any new legislation that impacts the Agreement shall be subject to negotiations at any time if either party so requests.

Section 26.3. Such negotiations mentioned in Section 25.2 above shall be specifically limited to the subject mentioned unless it is mutually agreeable to include other proposals. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 27: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage a resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not appear before any public bodies to seek change in any matter subject to the meet and negotiation process, except by mutual agreement by the District and the Association.

ARTICLE 28: EFFECT OF AGREEMENT

It is also understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 29: SAVINGS

Should any of the provisions of this Agreement be determined by a court of competent jurisdiction to be contrary to law, the balance of the Agreement shall in all aspects remain in full force and effect.

APPENDIX I: PROVISIONS AND REQUIREMENTS RELATED TO SALARY SCHEDULE

a. Credit for Teaching or Other Certificated Service

1. Credit may be allowed for acceptable certificated service in public schools, accredited private schools, or recognized colleges/universities outside the District up to a maximum of fourteen (14) years effective July 1, 2023. In order for the service to be counted as one (1) year, the certificated employee must have served at least 75% of the unit member's work year. Service credit will not be applied until a basic credential has been earned and within the timeline set forth in Appendix I, Section B. If the District determines there is an impacted subject or area, the District may accept all years of service.
2. First year teachers in the District employed to teach vocational education classes will be given up to five (5) years credit on the salary schedule for acceptable experience in industry.
3. Vocational Education teachers new to the District are placed on the appropriate step of Column II of the certificated salary schedule based upon acceptable service credit. Horizontal movement is permitted upon the completion of upper division or graduate units according to the adopted schedule.

b. Classification Placement

1. Each employee shall place on file in the District Human Resources office, a transcript of college/university work within sixty (60) calendar days of the date of hire for placement on the salary schedule for the first year of employment. Degrees earned shall be posted on a transcript. Salary adjustment for college/university units or degrees earned shall be made two times a year. For transcripts or grade cards submitted by November 1, placement on the salary schedule shall be adjusted retroactively to the beginning of the duty year. For transcripts or grade cards submitted by March 1, placement on the salary schedule shall be adjusted as of mid-year. Transcripts or grade cards submitted after March 1 will be applied at the beginning of the next school year. Changes in salary placement shall be made only two times a year as described herein, provided the employee strictly complies with all time deadlines set forth herein.
2. When an employee has qualified for placement on a higher column due to education, the employee shall be allowed all years of service and transferred to the proper step of the new column.
3. College work taken for advancement must be upper division or graduate work from a college or university recognized by the American Council on Education. Prior approval from the Human Resources Office must be secured before enrollment in lower division courses that are intended to apply toward advancement on the salary schedule.
4. Unit members who hold an Emergency teaching permit or an Intern Teaching Credential shall be placed on Column I, and shall remain on Column I until such time that they complete the requirements for a Basic California Credential. Unit members new to the District, who have a Basic California Credential or a

clear/regular teaching credential from another state, shall be placed on at least Column II or above, depending on their units, degrees, and years of service.

C. Continuing Education Units (CEU) Salary Advancement

1. CEU units for certificated nurses and speech therapists must be of the type required by their governing boards to maintain a current California license. The units shall be counted for certificated non-classroom staff towards placement and movement on the salary schedule.
2. The credit for placement/movement on the salary schedule will be based on the following standard:
 - A. One (1) academic quarter unit is equal to ten (10) continuing education contact hours.
 - B. One (1) academic semester unit is equal to fifteen (15) continuing education contact hours.
3. A certificated non-classroom staff will receive one (1) unit of credit toward salary schedule placement/movement for completion of a semester unit equivalent. The formula to convert from quarter units to semester units shall be Quarter Units x .667 = semester units.
4. Certificated non-classroom staff will follow the timelines in the CBA for Service Credit and Classification Placement as provided in Appendix I.

APPENDIX II-Ratio Schedule for non-Teaching Assignments

a. Ratio Schedule for non-Teaching Assignments

1. Non-teaching personnel listed below shall have salaries determined by applying a ratio to the certificated salary schedule under regulations as adopted by the Board of Education. Such ratios shall reflect additional time and responsibility required to perform the duties of the position.
2. Placement of applicants presently employed by the Colton Joint Unified School District will be on actual step multiplied by the ratio. For individuals newly employed by the District, credit may be allowed for acceptable certificated service in public schools, accredited private schools, or recognized colleges/universities outside the District up to a maximum of eight (8) years. In order for the service to be counted as one (1) year, the certificated employee must have served at least 75% of the unit member's work year.
3. For the purpose of Hours Per Day below, all positions are inclusive of a 30-minute lunch.

	DAYS OF DUTY	HOURS PER DAY	RATIO
# Activities Director	194	8	1.14
❖ # Athletic Director	194	8	1.14
* Activities Director/Teacher	194	8	1.14
* Athletic Director/Teacher	194	8	1.14
Counselor, EL	197	7.25	1.11
Counselor, Elementary	185	7.25	1.03
Counselor, Middle School	190	7.25	1.06
Counselor, High School	197	7.25	1.11
Counselor, Mental Health	185	7.25	1.03
Head Counselor, High School	197	7.25	1.15
Counselor, Student Services	197	7.25	1.11
Curriculum Program Specialist	197	8	1.15
Librarians	190	7.25	1.06
Nurse	197	7.25	1.065

Psychologist-197	197	8	1.15
Psychologist-208**	208	8	1.214
Speech Therapist-185	185	7.25	1.03
Speech Therapist-197**	197	7.25	1.065
Teacher on Assignment	185	7.25	—

* Unit members working in the position of Activities Director/Teacher or Athletic Director/Teacher shall teach three (3) periods, and have three (3) periods for directing.

** Applicable during Year-Round Education

Should the District decide to combine the positions of Athletic Director and Activities Director, the days of duty shall be one hundred and ninety four (194) (8 hour days) and shall have a ratio of 1.14. A unit member working such a position shall teach one (1) period of “Leadership”, have two (2) periods for directing athletics, and have three (3) periods for directing student activities.

❖ Unit members working in the position of High School Athletic Director shall not have a teaching assignment. The site must have the following components for this full-time position to continue the next year. If the criteria are not met during the school year, the position will return to a three-period teaching–three period conference schedule in the following school year.

1. Grades 9th, 10th, 11th, and 12th.
2. A site enrollment minimum of 1850.
3. The school supports league play in:
 - a. Baseball -Varsity/JV
 - b. Basketball, Boys -Varsity/JV
 - c. Basketball, Girls -Varsity/JV
 - d. Football -Varsity/JV/Frosh
 - e. Soccer
 - f. Softball -Varsity/JV
 - g. Swimming
 - h. Track & Field
 - i. Tennis
 - j. Volleyball
 - k. Wrestling

Only teachers assigned a full teaching schedule on a daily basis shall have a duty-free preparation period (per Article 8, Section 8.6).

APPENDIX III: EXTRA DUTY AND MISCELLANEOUS

<u>Extra Duty and Miscellaneous</u>	Effective 7/1/2025
<u>Stipends</u>	<u>Per Year</u>
1. Special Education Teachers	\$1,749
2. Earned Doctorate	\$1,617
3. School Psychologist	\$15,000*
4. Speech Therapist	\$10,000*
5. PPS Bilingual Stipend	\$3,498
6. Elementary Combo Stipend (TK-6)	\$1,500**
7. Elementary Dual Immersion Stipend (TK-6)	\$1,500
*The stipend is not subject to increases applied to the Certificated Unit Member Salary Schedule	
**Elementary Combo shall mean General Education Elementary class that contains students from two (2) grades). Not to be combined with any other stipend. This does not include Special Day Class, Mainstreaming.	
Proration Clause-If the combination class is disbanded at any point during the duty year, compensation will be adjusted on a prorated basis from the start of the duty year.	

<u>Hourly</u>	<u>Per Hour ++</u>
1. Summer School Teacher	\$58.30
2. Intensive Instruction Teacher	\$58.30
3. Adult Education Teacher	\$58.30
4. Home Hospital Teacher	\$58.30
5. Hourly Teaching and Tutoring Assignment	\$58.30
6. Extra Duty Assignments	\$58.30
++ Negotiated rate; not subject to 5.07% increase effective July 1, 2022	

<u>Classroom Supervision</u>	<u>Per Assignment ++</u>
Elementary	½ the Sub rate for classes covered by three (3) or more teachers (or ½ if split between two (2) teachers)
Secondary	\$58.30

<u>Period Buyback (Secondary)</u>	
Grades 7-12	% Per Diem Cost

Unit members who voluntarily teach an extra period during their preparation /conference period for a semester shall be compensated at one-sixth (1/6th) their per diem rate. Unit members will not receive the additional per diem rate compensation on the days(s) that they are on any type of extended leave, or otherwise do not actually sell their preparation period for any reason.

The rate will be prorated if the second semester is not available.

<u>Department Chairpersons*</u>	<u>Per Year</u>
Six to ten (6 to 10) periods in department	\$1,249
Eleven to nineteen (11 to 19) periods in department	\$1,916
Twenty to forty-five (20 to 45) periods in department	\$2,780
Forty-six plus (46+) periods in department	\$3,406
* Increase Department Chairpersons' responsibilities by attending Freshman Orientation and the Award Recognition Ceremony. Chairpersons shall submit all paperwork as per site administrator's request in a timely manner, including coordination of testing, integrated department curriculum, department budget and orders, and increase staffing recommendations.	

APPENDIX IV: COACHING/ACTIVITY PAY-Senior High School Unless Otherwise Noted

Effective 7/1/2025			
<u>BASEBALL</u>		<u>SOCCER</u>	
Head Varsity	\$5,325	Head Varsity	\$5,325
Head JV	\$4,145	Head JV	\$4,145
Head Frosh/Soph	\$4,145	Assistant	\$3,552
Assistant	\$3,552		
<u>BASKETBALL</u>		<u>SOFTBALL</u>	
Head Varsity	\$5,325	Head Varsity	\$5,325
Head JV	\$4,145	Head JV	\$4,145
Head Frosh/Soph	\$4,145	Head Frosh/Soph	\$4,145
Assistant	\$3,552	Assistant	\$3,552
<u>CHEER COMPETITION</u>		<u>SWIMMING</u>	
Head Varsity	\$5,325	Head Varsity	\$5,325
Assistant	\$3,552	Head JV	\$4,145
<u>CHEER TRADITIONAL</u>		Assistant	\$3,552
Head Varsity	\$5,325	<u>TENNIS</u>	
Assistant	\$3,552	Head Varsity	\$5,325
<u>CROSS COUNTRY</u>		Head JV	\$4,145
Head Varsity	\$5,325	Assistant	\$3,552
Head JV	\$4,145	<u>TRACK & FIELD</u>	
Assistant	\$3,552	Head Varsity	\$5,325
<u>FLAG FOOTBALL</u>		Head JV	\$4,145
Head Varsity	\$5,325	Assistant	\$3,552
Head J.V.	\$4,145	<u>WATER POLO</u>	
Assistant	\$3,552	Head Frosh/Soph	\$4,145

<u>FOOTBALL</u>		<u>WRESTLING</u>	
Head Varsity	\$6,507	Head Varsity	\$5,325
Assistant Varsity	\$4,145	Head JV	\$4,145
Head JV	\$4,145	Assistant	\$3,552
Assistant JV	\$3,552		
Head Frosh/Soph	\$4,145		
Assistant Frosh/Soph	\$3,552		
Head Spring	\$1,3,26		
Assistant Spring	\$886		

For each extended week of the Varsity season (Playoffs), each coach of the team involved shall receive the equivalent of ten percent (10%) of their coaching salary for the regular season coaching salary. In addition to the regular season coaching staff, one (1) additional coach may be selected from lower levels to assist in Varsity level playoffs and will also receive ten percent (10%) of their regular season coaching salary for each extended week of the Varsity season (Playoffs).

For each extended week of CIF Playoffs where the Band, Drill Team, or Pep Squad participates, the director of each shall receive five percent (5%) of their activity assignment salary for the regular season.

In the event that a team is eliminated, but an individual or individuals qualify for continued competition, the individual's coach shall receive the equivalent of five percent (5%) of their coaching salary for the regular season for each extended week of the season.

<u>EXTRA ACTIVITIES</u>	Effective 7/1/2025
Band Director	\$6,507
Choral Director	\$3,553
Band Assistant	\$4,738
Pep Squad Director	\$4,738
Assistant Pep Squad Director	\$3,553

ACE Agreement 2024-2027
2024-2025 Bargaining Cycle

ASB Advisor (MS)	\$2,798
Newspaper Advisor	\$3,553
Annual Advisor (HS)	\$3,553
Annual Advisor (MS)	\$1,771
Play Director/Technical Director: <ul style="list-style-type: none"> Two (2) Major Productions Two (2) Minor Productions 	<ul style="list-style-type: none"> \$2,072 each \$887 each
Stage Director	\$887 each for all Productions
Academic Decathlon	\$2,072
College Bowl	\$1,771
Mock Trial	\$1,771
Speech and Debate	\$2,072

APPENDIX V-Forms

All District forms to be utilized by unit members shall be provided to the Association upon written request. New forms created by the District shall be provided to the Association in a timely manner

APPENDIX VI-Terms

The Association and the District agree that this Agreement is in effect from July 1, 2024 through June 30, 2027. The Association and the District shall have the right to two (2) reopeners for the 2025-2026 and 2026-2027 school years. The District and the Association agree that Article 7: Wages and Health and Welfare Benefits and the associated appendices automatically opens in the 2025-2026 and 2026-2027 school years.