

**COLTON JOINT UNIFIED  
SCHOOL DISTRICT**

**&**

**ACE /CTA /NEA**

JULY 1, 2018 TO JUNE 30, 2021

(2020-2021)

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1 **ARTICLE 1: RECOGNITION**

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

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

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

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

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

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1 **ARTICLE 2: NOTICE**

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

6 DISTRICT: ASSISTANT SUPERINTENDENT, HUMAN RESOURCES  
7 COLTON JOINT UNIFIED SCHOOL DISTRICT  
8 1212 VALENCIA DRIVE  
9 COLTON, CALIFORNIA 92324  
10 (909) 580-5000 ext 6680 FAX: (909) 872-6452

11 ASSOCIATION: PRESIDENT  
12 ASSOCIATION OF COLTON EDUCATORS  
13 190 WEST 'H' STREET, SUITES 101 & 102  
14 COLTON, CALIFORNIA 92324  
15 (909) 825-0332 FAX: (909) 825-0720

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

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1 **ARTICLE 3: DISTRICT RIGHTS**

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

15 **Section 3.2 - Limitation.** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by  
16 the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of  
17 judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this  
18 Agreement, and then only to the extent such specific and express terms are in conformance with the law.

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

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1 **ARTICLE 4: ASSOCIATION RIGHTS**

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

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

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

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

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

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

1 Association meetings on these days.

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

6 **Section 4.8 - Release Time - President.**

7 a. The President of the Association shall be released from his/her regular duties to the District for the full  
8 term of this Agreement.

9 b. The President of the Association shall be contracted for the same work year as the President's current  
10 position. By July 1<sup>st</sup> of each school year, the President of the Association shall provide to the District  
11 Superintendent or designee, a tentative work calendar for that school year.

12 c. The President of the Association shall be paid in the same manner as if the person were a regular  
13 employee of the District, and shall suffer no reduction in salary, step, fringe, or other benefits. If the  
14 President of the Association is absent from regular duties for no more than four (4) years, the President  
15 of the Association shall also be guaranteed the right to return to the site and position occupied before  
16 taking office if said position would have still been available in the normal course of events. If the  
17 President of the Association is absent from normal duties for more than four (4) years, a regular position  
18 within the District shall be guaranteed.

19 d. The President of the Association will receive full State Teachers' Retirement System (STRS) service credit  
20 for all contracted work days to the extent permitted by law and by STRS.

21 e. The Association shall reimburse the District 50% of salary and benefits for the release of the Association  
22 President for the regular work year. The method of payment for these costs shall be semi-annual.

23 **Section 4.9 - Release Time – Other Association Members.**

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

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1 **ARTICLE 5: ASSOCIATION CONSULTATION**

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

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

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

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1 **ARTICLE 6: ASSOCIATION SECURITY**

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

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

12 **Section 6.3 – Remitting Dues.** With respect to all sums deducted by the District pursuant to Sections 6.1 above,  
13 the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit  
14 members for whom such deductions have been made, indicating any changes in personnel from the list  
15 previously furnished.

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1 **ARTICLE 7: WAGES AND HEALTH AND WELFARE BENEFITS**

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

4 **Section 7.2 – Wages.** The certificated salary schedule in Appendix I-IV shall be increased by a total of 2.0%  
5 effective July 1, 2020.

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

- 13 a. Effective July 1, 2017, the District shall move the existing Anthem Blue Cross plans to California  
14 Schools Employee Benefit Association (CSEBA) Blue Shield plans.
- 15 b. Unit Members Hired After December 31, 2011 - The District shall fully fund on behalf of the unit  
16 members and their qualified dependents hired on January 1, 2012, or thereafter, the second lowest  
17 cost HMO plan offered. If the unit member chooses to participate in a more expensive  
18 hospitalization/medical or dental plan offered by the District, the unit member shall pay the  
19 additional cost through monthly payroll deduction. Beginning with the 2021-2022 fiscal school year,  
20 the District will cover the cost of the Blue Shield Access+ plan assuming it remains the second lowest  
21 HMO plan. Unit members who are temporary or regular certificated employees on December 31,  
22 2011 are not subject to this provision.
- 23 c. Unit Members Hired After December 31, 2011 – the District shall fully fund on behalf of the unit  
24 members (and their qualified dependents) hired on January 1, 2012 or thereafter, the Delta Dental  
25 PPO plan.

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

29 **Section 7.5 – Benefits Advisory Committee.**

- 30 a. The District shall pay all increases for the current health insurance plans through June 30, 2022.
- 31 b. The District and the Association agree that there shall be a Benefits Advisory Committee for the purpose  
32 of reviewing insurance programs and making recommendations.
- 33 c. The District and the Association agree that the bargaining unit will be an equal participant in the  
34 Benefits Advisory Committee. The Association shall have the same number of positions on the Benefits

- 1           Advisory committee as the District and CSEA.
- 2   d.       The Benefits Advisory Committee shall be advisory only.
- 3   e.       Benefits Advisory Committee will continue to meet on a regular basis in order to monitor the health
- 4           plans.
- 5   f.       Recommendations of the Committee shall be subject to collective bargaining between the Association
- 6           and the District.

7   **Section 7.6– Twelve Pay Option.**

8   The Association and District agree the annual salaries set forth in this Agreement shall be paid in twelve (12)

9   installments to all unit members, payable on the first (1<sup>st</sup>) working day of each month with appropriate

10   deductions as mutually agreed between the District and the Association. The first of such installments shall

11   begin August 1 of each subsequent year.

12   **Section 7.7– Payment For Services Beyond Regular Assignment.**

13   Payment for services in addition to the unit member’s regular assignment shall be made no later than the first

14   (1<sup>st</sup>) day of the month or aligned with District pay periods following the submission of Completion of Assignment

15   forms or Extra Duty Time sheets in accordance with District deadlines.

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1 **ARTICLE 8: HOURS OF EMPLOYMENT**

2 **Section 8.1 - Workday.**

3 a. The regular workday for all unit members represented by the ACE/CTA/NEA bargaining unit shall be  
4 seven and one quarter (7¼) hours unless shown differently in this Article or in Appendix II. All unit  
5 members who are assigned to a full teaching schedule on a daily basis shall have: a. planning time, b. a  
6 duty-free lunch break of not less than thirty (30) minutes, and c. scheduled recess times included within  
7 their regular workday shall be made on a fair and equitable basis. All other unit members shall have a  
8 duty-free lunch period of not less than thirty (30) minutes, and will schedule their work time, including  
9 breaks, in order to effectively complete their assigned duties.

10 b. For purposes of this contract, a half time assignment is considered four (4) hours at elementary, four (4)  
11 periods at middle school, and three (3) periods at high school.

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

16 a. In addition to the above seven and one quarter (7¼) hours minimum time, unit members shall be  
17 responsible for an additional four (4) hours per month, as may be required by the Administration, for  
18 the purpose of holding faculty meetings and in-service. Said meetings shall not exceed more than sixty  
19 (60) minutes beyond the normal seven and one quarter (7¼) hours duty day. Meetings shall be  
20 scheduled five days in advance unless an emergency exists that precludes the notice. Absent an  
21 emergency, the principal shall not schedule a staff meeting after the duty day on Open House or Back to  
22 School nights.

23 b. On days when unit members are scheduled to work, but students are not scheduled to be present and  
24 specific duty hours and/or schedule of assignments are altered (i.e. staff, curricular, in-service  
25 meetings), the workday shall not be extended beyond the 7 ¼ hours inclusive of a one (1) hour lunch.

26 c. In addition to the above, each unit member, within the workday, will be responsible for other  
27 professional obligations and instructional duties which include: planning, selecting, and preparing  
28 materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils,  
29 parents, staff, and administrators; keeping records; supervising aides as assigned; attending  
30 departmental and grade level meetings; participating in approved professional activities relating to the  
31 unit member's assignment; and assuming responsibility for the proper use and control of District  
32 property, materials, supplies, and equipment; supervising pupils; serving on committees providing  
33 advice and service to the District; and participating in approved staff development programs.

34 1. For the purposes of this article the unit member shall determine the lesson plan format. Lesson



1 plans shall include:

2 a) Learning Objective

3 b) Learning Activities

4 c) A method of checking for student understanding

5 2. All unit members shall have lesson plans visible and readily available. Non-permanent unit  
6 members may be required to turn in lesson plans on a weekly basis. The unit member shall  
7 determine the day on which they shall submit their plans.

8 d. If a time conflict exists between two or more scheduled meetings, the site administrator shall designate  
9 the meeting the unit member is to attend. All campus supervision duties shall be assigned on a fair and  
10 equitable basis.

11 e. The on-site administrator may allow the unit member to conduct off-campus school-related activities  
12 when indicated by teacher instructional needs and when not in contact with students for instructional  
13 purposes.

14 f. Unit member's service on site and district level committees shall be on a voluntary basis. If no  
15 volunteers are found then assignments will be made from the rest of the certificated staff on a fair,  
16 equitable basis.

17 g. Supervision:

18 1. The principal or designee of a site may assign a unit member to classroom supervision duties for  
19 one or more periods during the duty day.

20 2. Prior to making such assignment, volunteers will be encouraged. If no volunteers are found, the  
21 principal will assign one supervision to those teachers who have two or more conference periods  
22 in a day. Then assignments will be made from the rest of the certificated staff on a fair, equitable  
23 basis. A written record will be maintained and made available, when requested by a unit  
24 member, of each assignment, indicating those who volunteer. All sites shall attempt to maintain  
25 a volunteer list.

26 3. Each unit member assigned to take another unit member's duties must complete a time sheet  
27 for each assignment. Said time sheet will be the authorization for payment for the duty.

28 4. Payment for the assigned supervision will be at the rate of 1/5 of substitute teacher's pay listed  
29 in Section 8.13.

30 5. When a unit member is absent for less than an entire class period, the amount paid the unit  
31 member to substitute is to be prorated.

32 6. If elementary unit members are required to take students assigned to other unit members  
33 because the District cannot provide a substitute teacher, the site administrator shall make every  
34 effort to assign these students amongst the teachers closest to that grade level. Those teachers

1 shall be compensated based on the substitute teacher's pay listed in Section 8.13. The formula  
2 is as follows: Substitute rate divided by number of teachers assigned extra students.

3 **Section 8.3 - Evening Activities.** Evening and/or afternoon activities shall be voluntary except for Open House or  
4 Back to School night and one (1) additional activity. If there are not sufficient numbers of volunteers, the  
5 administration shall make required assignments. All activities beyond those cited above shall be considered  
6 supervisory and paid at the rate of Appendix III, Section A.6.

7 The site administrator shall meet with his/her staff, or with staff representatives for the purpose of consultation  
8 on the number and type of extracurricular events to occur during the year unless an emergency precludes such  
9 notification, any change in the event calendar shall be made thirty (30) days in advance of the event. The site  
10 administrator will then determine the number of persons necessary to supervise each event.

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

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

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

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

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

|    |                 |        |
|----|-----------------|--------|
| 30 | TK/Kindergarten | 36,000 |
| 31 | Grades 1 – 3:   | 50,400 |
| 32 | Grades 4 – 6:   | 54,000 |
| 33 | Grades 7 – 8:   | 54,000 |
| 34 | Grades 9 – 12:  | 64,800 |

1 Washington School: Six (6) hours per day (30 hours per week)  
 2 Student/teacher contact time, for purposes of this Section, shall not include passing time, break time, recess, or  
 3 student lunchtime. The above hours are to be distributed over five (5) days per week. The District reserves the  
 4 right to assign less student/teacher contact time than specified above as it deems appropriate.

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

7 **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 Class Room Teacher                | 185 |
| Special Education Teacher (SDC, DIS, RSP) | 185 |
| Speech Therapist - 185 days               | 185 |
| Speech Therapist - 197 days               | 197 |
| Teacher on Assignment                     | 185 |

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

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

15 **Section 8.11 - Work Year - (Emergency Language).** In case of an emergency, which would result in failure to

1 comply with State minimums required by Education Code Section 46201, the District will apply for a waiver. If  
2 the waiver is denied, the District has the right to require sufficient additional workdays at no additional cost to  
3 the District to meet minimum State requirements. If possible, the first day used for emergency would be the  
4 second semester conference day. The second choice would be the last certificated duty day

5 **Section 8.12 - Itinerant Unit Members.**

6 a. Unit members required to travel to more than one school during a day shall be allowed adequate time  
7 between the end of one assignment and the beginning of the next assignment at a different site.

8 b. Psychologists, counselors, nurses, ~~and~~ speech therapists, and roving RSP teachers shall be assigned to no  
9 more than three (3) school sites whenever possible.

10 c. Unit members who are psychologists, nurses, speech and hearing therapists and counselors, shall be  
11 provided a work space that is private, quiet, well lit and has proper ventilation, heating and cooling.  
12 They shall also be provided with a secure file cabinet, storage space for materials and access to a private  
13 telephone.

14 **Section 8.13 - Substitute Options.** Unit members not scheduled to work at the time will be permitted but not  
15 required to substitute for other unit members. Substitutes will be called from a list constructed by the District  
16 giving priority to unit members not scheduled to work expressing a desire to be included on the list. The District  
17 will attempt to assign unit members not scheduled to work as substitutes to the site where they are currently  
18 assigned at a rate of \$145.00

19 The salary for all unit members substituting elsewhere shall be at \$135.00

20 **Section 8.14 - Dress Code During Hours of Employment.** A unit member in the Colton Joint Unified School  
21 District shall exhibit reasonable attire to maintain and direct the physical control of students. They shall wear  
22 clothing that reflects their professional position, is appropriate for their assignment, and reflects their position  
23 as a role model for students. Their grooming and professional cleanliness shall set a positive image for fellow  
24 staff members, students, and general public. Clothing should display modesty and professionalism. Head  
25 covering should not be worn in classrooms except on "theme days". Reasonable accommodation in variance to  
26 these requirements should be made through the site administrator and/or district administration for review.

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

33 **Section 8.16 – Unit Members Traveling from Classroom to Classroom Daily**

34 Unit members required to travel from classroom to classroom at the same site may request a cart for

1 transporting their material.

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

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1 **ARTICLE 9: CLASS SIZE**

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

5 a. **Year Round Education:** Archived in 2014/15 CBA should the District reimplement YRE and is not subject  
6 to the grievance process while archived.

7 b. **Class Size Incentive**

8 Should the District receive additional funds from the legislature or initiative sources during the term of  
9 this Agreement designated for the purpose of reducing class size, the parties shall convene at the  
10 request of either party to negotiate those issues appropriately subject to the collective bargaining  
11 process.

12 c. The District shall make every reasonable effort to restrict the number of combination classes, and  
13 combination classes shall not normally include more than two (2) contiguous grade levels.

14 d. A regular education class, which has seventeen (17) or more, identified ELL students shall have the lower  
15 class size of ELL Levels 1 and 2 applied.

16 e. All non-classroom personnel, nurses, librarians, Curriculum Program Specialists (CPS), special education  
17 teachers, counselors, psychologists, speech therapists, and full time athletic director shall not be  
18 included in class planning size ratio.

19 **Section 9.2 - Adjustments.** Within thirty (30) student attendance days after the beginning of the school year,  
20 additional staff will be assigned or transferred as needed to comply with the staffing maximum and averages as  
21 established in Section 9.3. Transfers shall be done in accordance with involuntary transfer provisions of Article  
22 12 of this Agreement.

23 **Section 9.3 - Class Size Maximums and Averages.** The District will attempt wherever possible to balance class  
24 sizes for the same grade level at the same elementary site, and to balance class sizes for the same content area  
25 and subject at the same middle school and high school site. By no later than the end of the twentieth (20th)  
26 student attendance day at all schools, and by no later than the tenth (10th) student attendance day of the  
27 second semester in grades 7-12, the following class maximums shall not be exceeded for more than ten (10)  
28 consecutive student attendance days. The average class size per teacher at each school shall not be exceeded  
29 for more than the first twenty student attendance days. Class counts shall exclude TA's (student teaching  
30 assistants). Maintain the class size averages and maximums outlined in the table below.  
31 Class sizes and averages are outlined in the table below for all CJUSD school sites.  
32  
33  
34

| Grade Level  | Class Size Maximum   | Class Size Averages |
|--|--|---------------------|
| TK/Kindergarten  | 24   |                     |
| Grades 1-3   | 24   |                     |
| TK-3 Combinations  | 24   |                     |
| Grades 4 - 6   | 32   | 30                  |
| Gr. 4 - 6 Combinations   | 29   |                     |
| Grades 7 - 8   | 32   |                     |
| Grades 9-12  | 36   | 32                  |
| Nurses   | 1 per 5,000  |                     |
| Adaptive Physical Education  | 55 (caseload)  |                     |
| Speech Therapist   | 55 (caseload)  |                     |
| Resource Specialist (RSP)  | 28 (caseload)  |                     |
| Special Day Class M/M and M/S  | 18 per class period  |                     |
| 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   |                     |
| SEI/ELL Levels 1, 2 3 (Grades 7 - 12)  | 30   |                     |
| Counselors (Grades 7 - 12)   | 425<br>With 10% allowance during 30 day adjustment period      |                     |
| Home Choice (Grades K-8)   | 36 (caseload)  |                     |
| Independent Study (Grades 9 - 12)  | 36 (caseload)  |                     |
| Opportunity Program  | 25 (Full day)  |                     |
| Continuation School  | 25   |                     |

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

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1 **ARTICLE 10: EVALUATION PROCEDURES**

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

4 a. The time and number of scheduled observations and related conferences, for the purpose of evaluation,  
5 are determined by the following sections of this Article.

6 b. 1. Non permanent unit members shall be evaluated twice a year.

7 2. Unit members with permanent status shall be evaluated once every other year.

8 3. Unit members with permanent status who have been employed at least ten years with the school  
9 district, are highly qualified, or working in a position that is not required to be highly qualified as defined  
10 in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory or  
11 exemplifies element, shall be evaluated every five years. The certificated employee or the evaluator may  
12 withdraw consent and return to the evaluation cycle described below. In the event that state law  
13 concerning five year evaluation cycle is modified by the Legislature, the parties agree to meet and  
14 negotiate concerning this subject.

15 c. Within the first thirty (30) instructional days of the school work year, each unit member to be evaluated  
16 shall be given formal, written notification of that fact. This notification shall identify the prime  
17 evaluator. The administrator shall provide each unit member with the evaluation procedures and a copy  
18 of the instrument to be used. Furthermore, the evaluatee shall be provided copies of and time to  
19 review the following materials:

20 1. The California Standards for Teaching Profession – Element Descriptions and Descriptions of  
21 Practice including District Standard 7-Professional Duties and Responsibilities.

22 2. The evaluatee’s job description for:

23 a. Elementary assignment;

24 b. Middle or High School assignment; or

25 c. Non-teaching assignment.

26 3. Duties to be performed as an adjunct to the unit member’s regular assignment as listed under  
27 the Article on Hours of Employment (Article 8, Section 8.2a and 8.2b).

28 d. An initial conference shall be held prior to the end of forty (40) instructional days from the beginning of  
29 the unit member’s school year/initial track between the prime evaluator and evaluatee. The initial  
30 conference may include, but is not limited to the following:

31 1. Standards and elements as set forth in the California Standards for the Teaching Profession –  
32 Element Descriptions and Descriptions of Practice including District Standard 7-Professional  
33 Duties and Responsibilities.

34 2. The evaluation procedures and District forms that will be used.



- 1 e. A unit member shall not be required to complete or submit additional documentation, including  
2 portfolios or notebooks, as evidence of how they intend to, or have met each standard. Unit members  
3 may choose to provide additional documentation of evidence of meeting the elements of the standard.
- 4 f. The evaluation process may be conducted by an administrator to whom the unit member is directly  
5 responsible. or, upon mutual agreement, by another District Administrator. The unit member shall  
6 submit a written request for an alternate evaluator to Human Resources by the tenth (10) working days  
7 after receiving the initial notice of evaluation. If mutual agreement is not reached, the ACE President  
8 and the Director of Human Resources shall make the decision By mutual consent, the evaluative  
9 procedure may be delegated from the prime evaluator. The newly delegated evaluator is ultimately  
10 responsible for the final written evaluation summary, which must bear that person’s signature. The  
11 newly delegated evaluator may consult with the site administrator prior to completing the final  
12 evaluation summary. A unit member shall not be required to participate in the evaluation of other unit  
13 members.
- 14 g. For purposes of this Article the unit member shall determine the lesson plan format. Lesson plans shall  
15 include objectives/content standards, activities, and a method of checking for student understanding.
- 16 h. Non-permanent unit members may be required to turn in lesson plans on a weekly basis. The unit  
17 member shall determine the day on which they shall submit their plans. Permanent unit members shall  
18 only be required to have current weekly lesson plans available in their classroom.

19 **Section 10.2 - Evaluation Criteria.**

20 **a. Teaching Unit Members**

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

- 30 **b. Non-Teaching Unit Members** – All non-teaching unit members shall be evaluated pursuant to this  
31 Article by their immediate supervisor, or by a District Administrator pursuant to provisions of Section  
32 10.1.f of this Article.

33 **Section 10.3 - Specific Evaluation Procedures.**

- 34 **a. Formal Observations** - The evaluation of a unit member shall be based on the direct observation of a

1 unit member's work. No unit members' evaluation will be based on hearsay information.

- 2 1. The prime evaluator will notify the unit member at least two (2) days in advance of the day the  
3 observation is to be made. Unit members with probationary status and the prime evaluator will  
4 each determine one of the subject(s)/areas/classes in which the evaluation will take place. The  
5 prime evaluator and the permanent unit member will mutually determine the  
6 subject(s)/areas/classes in which the evaluation will take place. Resolution of mutual  
7 agreement will be decided as in Section 10.1.f. The unit member will prepare "The Formal  
8 Observation Form". The form will be given to the prime evaluator at least one (1) day in  
9 advance.
- 10 2. Unit members with permanent status shall have one formal observation of not less than twenty  
11 (20) minutes.
- 12 3. Unit members with probationary status shall have two formal observations of not less than  
13 twenty (20) minutes each.

14 **b. Formal Observation Conference**

- 15 1. Should the prime evaluator find that two (2) or more elements of the California Standards for  
16 the Teaching Profession - Element Descriptions and Descriptions of Practice including District  
17 Standard 7- Professional Duties and Responsibilities are deemed "unsatisfactory", the prime  
18 evaluator shall schedule a conference with the unit member within ten (10) work days of the  
19 observation. If the unit member is absent on the day of the scheduled conference, the ten (10)  
20 work days shall be extended by the number of days absent if it cannot be rescheduled within  
21 the 10 days. The prime evaluator and the unit member shall develop in this meeting an  
22 Assistance Plan as described in Section 10.4.
- 23 2. If the prime evaluator deems that the unit member needs more observation than provided in  
24 Section 10.3.a.2 or Section 10.3.a.3, the prime evaluator shall schedule subsequent classroom  
25 visitations to determine progress. The evaluatee shall be kept informed of the progress made  
26 and the results of any such interim visitations.
- 27 3. Nothing in this section shall preclude the prime evaluator from conducting informal classroom  
28 visitations.

29 **c. Formal Evaluation:**

- 30 1. There shall be one (1) formal evaluation summary given to the unit member, no later than thirty  
31 (30) work days prior to the end of the unit member's last track and/or school year, produced by  
32 the unit member's prime evaluator.
- 33 2. Unit members with probationary status shall have two (2) written formal evaluation summaries  
34 produced by the unit member's prime evaluator. The first of these must be produced,

1 presented and given to the unit member prior to December 15. The final summary evaluation  
2 shall be completed, presented and given to the unit member no later than thirty (30) work days  
3 prior to the end of the unit member's last track and/or school year.

4 3. The prime evaluator shall provide the unit member with written copies of all formal materials  
5 used in preparing the evaluation summary. The prime evaluator and the unit member will  
6 discuss areas of agreement and disagreement.

7 4. The unit member's signature on the evaluation summary does not indicate agreement with the  
8 prime evaluator's assessment, but indicates that the unit member has read it. The unit member  
9 has the right to prepare a written response, which shall be given to the prime evaluator and  
10 attached to the summary evaluation to become a permanent part of the record.

11 **Section 10.4 – Assistance Plan.**

12 a. An Assistance Plan shall not be used for disciplinary purposes. Discipline: refer to Article 21.

13 b. During a formal evaluation year, if the prime evaluator has identified 2 or more elements in the  
14 California Standards for Teaching Profession–Element Descriptions and Descriptions of Practice,  
15 including District Standard 7–Professional Duties and Responsibilities, which are unsatisfactory, an  
16 Assistance Plan shall be developed. The evaluator shall set a specific time period for improvement of  
17 not less than 30 work days unless the serious nature of the problem necessitates a shorter time line.

18 c. A written copy of the Assistance Plan incorporating the areas below, shall be given to the unit member  
19 within ten (10) work days after the conference to review and discuss the Assistance Plan with the unit  
20 member. If the unit member is absent on the day of the scheduled conference, the ten (10) work days  
21 shall be extended by the number of days of absent if it cannot be rescheduled within the 10 days.

22 d. The Assistance Plan shall include the following for each element:

23 1. Activity(ies) the teacher will complete to show growth or competency of the element(s).

24 2. The assistance to be provided.

25 3. The expected evidence that will document the completion or accomplishment of the  
26 activity(ies).

27 e. There shall be a follow-up conference and written assessment at the conclusion of the Assistance Plan at  
28 which time the evaluator shall inform the employee as to whether or not the goals of the Assistance  
29 Plan have been satisfactorily achieved. An additional Assistance Plan may be developed if the goals of  
30 the Assistance Plan have not been achieved.

31 **Section 10.5 – Performance that is Unsatisfactory.** Should the final summary evaluation show that a permanent  
32 unit member is unsatisfactory in any combination of three elements of Standards 1, 3 and 4, Article 19 (Peer  
33 Assistance and Review) shall apply. The final evaluation summary is the only document, which mandates a unit  
34 member to Peer Assistance and Review program.

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

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1 **ARTICLE 11: PERSONNEL FILES**

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

6 **Section 11.2 - Inspection of File.** The unit member or, upon written authorization by that unit member, a  
7 representative of the Association, shall be permitted to examine and/or obtain copies of materials in such unit  
8 member’s personnel file. Copies of materials in the unit member’s file may be obtained for a nominal fee. (A  
9 minimum of three (3) days advance notice must be given to the Human Resources Office for copies of material  
10 in the unit member’s personnel file.)

11 Inspection of files shall take place during normal District business hours, and the unit member shall be released  
12 from duty for this purpose without salary reduction. However, the unit member must make an appointment, in  
13 advance, with the Human Resources Office to arrange, as soon as possible, a specific time for reviewing his/her  
14 personnel file.

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

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

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

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1 **ARTICLE 12: TRANSFER POLICY**

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

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

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

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

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

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

- 31 a. The unit member possesses an appropriate and valid credential for the position posted.
- 32 b. Qualified transfer applicants shall be given the opportunity to be interviewed for vacant positions prior  
33 to the District hiring outside applicants.
- 34 c. In the event the unit member does not appear for the interview, he/she automatically removes

1 himself/herself from consideration for that vacant position. A written statement of the decision  
2 concerning the unit member's request for transfer along with the reasons for that decision shall be  
3 forwarded to the unit member, if said unit member requests in writing that the reasons be given.

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

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

9 **Section 12.8 - Administrative Transfers.**

10 a. No unit member shall have his/her compensation negatively impacted due to an administrative transfer  
11 if that transfer is effected after the end of the first attendance month of school. The unit member shall  
12 be entitled to the added compensation only for the balance of that school year in which the  
13 administrative transfer was made.

14 b. The following are reasons for administrative transfers:

- 15 1. Fluctuations of school enrollment, normally transfers between affected schools or tracks.
- 16 2. Opening or closing of schools.
- 17 3. Elimination or reduction of classes in special areas or programs, to include Year-Round  
18 Education, which may revert to traditional school programs.
- 19 4. Certification adjustments.
- 20 5. Requirements of a special project including financial balance (comparability).
- 21 6. Irreconcilable differences between unit members and/or the administration for just cause. A  
22 meeting shall take place between the site administrator, the unit member, ACE representative  
23 and a representative from Human Resources in an attempt to reconcile the difference prior to  
24 the transfer decision. A transfer will be implemented if either the administrator or unit member  
25 determines a resolution cannot be met. The affected unit member may request a meeting, prior  
26 to the transfer, with the Superintendent and with a representative of the Association in  
27 attendance. The Superintendent shall render a decision within 3 work days of the meeting, in  
28 which the decision may be implemented immediately. No one other than the affected unit  
29 member will be transferred or be reassigned as a result of the implementation of this provision.

30 **Section 12.9 - Selection.** In an administrative initiated transfer of unit members, the following selection system  
31 shall be used in the order shown:

- 32 a. Those unit members volunteering for an administrative initiated transfer.
- 33 b. A unit member not previously administratively transferred, with the most recent initial date of  
34 certificated employment with the District.

- 1           1.     Unit members with the same initial date of employment shall be selected by lot.
- 2           2.     A unit member with the most recent initial date of certificated employment with the District who
- 3                 has been previously transferred.

4     c.     A unit member with the most recent initial date of certificated employment with the District.

- 5           1.     Unit members with the same initial date of employment shall be selected by lot.

6     **Section 12.10 - Qualifications.** The unit member shall be considered qualified to be administratively transferred  
7     if the unit member possesses an appropriate and valid credential.

8     **Section 12.11 - Comparability Requirements.** When problems arise in the area of Comparability requirements,  
9     the District will follow this Transfer Policy as closely as possible, and shall make transfers that involve the least  
10    number of unit members; but the District does retain the right to make those transfers that are necessary to  
11    insure compliance.

12    **Section 12.12 - Frequency.** A unit member may be administratively transferred no more than once every three  
13    years.

14    **Section 12.13 - Legal Compliance.** In situations arising involving a violation of civil or criminal law, the District  
15    retains the responsibility to transfer such employees as is deemed to be in the best interest of the School District  
16    and those students who may be involved.

17    **Section 12.14 - Notice.** In all cases, notice shall be given in writing and shall contain the reason for the transfer  
18    or reassignment and the exact assignment. Notice of transfer or reassignment shall be given to the unit member  
19    in writing, either personally, or, if this is not possible, by postal mail. After the start of school, at least three (3)  
20    working days notice shall be given to unit members for reassignments and ten (10) working days for transfers.  
21    Unit members will be given tentative assignments before the end of the current school year when possible.

22    **Section 12.15 - Assistance.** When there is a transfer from one school or work site to another, or a reassignment  
23    at the same school at a different grade level or subject area, the District shall authorize, after the initial (3) three  
24    or (10) ten working days notice, two school days substitute time, if requested, for the unit member to move  
25    materials and prepare for the new assignment. The District shall also furnish reasonable assistance in the  
26    transfer of personal teaching materials and equipment from one location to another. If a transfer or a  
27    reassignment is made during the summer recess, the unit member may request assistance in moving teacher  
28    materials and equipment to the new location and no substitute time will be provided.

29    **Section 12.16 - Year-Round Education Transfer Policy.** \*\* Archived in 2014/15 CBA as a reference should the  
30    District reimplement YRE, and is not subject to the grievance process while archived.

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1 **ARTICLE 13: LEAVE POLICIES**

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

5 **Section 13.2 - Sick Leave.**

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

8 Annual Accrued Hours:

| 9 <u>Days Worked</u> | 10 <u>Sick Days</u> | 11 <u>7.25 hr. day</u> | 12 <u>8 hr. day</u> |
|----------------------|---------------------|------------------------|---------------------|
| 13 183               | 12.3                | 89.18                  | 98.4                |
| 14 188               | 12.6                | 91.35                  | 100.8               |
| 15 192               | 12.8                | 92.10                  | 102.6               |
| 16 194-195           | 12.9                | 93.53                  | 103.2               |
| 17 206               | 13.5                | 97.88                  | 108.0               |

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

23 b. **Credit of Sick Leave** - Sick leave is credited to the unit member's account in advance of being earned at  
24 the beginning of each school year. The amount of sick leave an employee may use at any one time is the  
25 total amount credited to the unit member's account, whether or not it has actually been earned. An  
26 employee on a continuing long term absence will have the current year's sick leave credited to their  
27 account on the first day they return from long term leave. If they are unable to return from long-term  
28 leave, then they will be paid for that portion which is earned at the end of their long-term leave.

29 c. **Summer School** - Additional sick leave will be accumulated for teaching the full summer session and/or  
30 semester. Additional hours will be based on the total hours of summer school divided by a factor of  
31 twenty (20) equals the number of hours of additional sick leave. Such hours shall be added to the unit  
32 member's accumulated sick leave hours.

33 d. **Use of Sick Leave** - A unit member may use credited sick leave any time during the school year. Summer  
34 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 year's 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

1 on a doctor's off-work order, an additional five (5) months or 100 days of difference pay, whichever is  
2 longer, for long term illness or accident leave shall be granted. Difference pay is the difference between  
3 the unit member's per diem contract salary and the District's daily or long-term substitute rate of pay.

4 f. **Sick Leave Without Pay** - When all available paid leaves have been exhausted and the unit member is  
5 not able to resume the duties of his/her position, the unit member shall request a leave of absence  
6 without pay, apply for retirement, or elect to resign. The District will notify the unit member of his/her  
7 options and when the paid status ends. Within thirty (30) days of notification, the unit member must  
8 request a leave of absence, resign, or retire, the District will place the unit member on an "other leave  
9 without pay" (Section 13.11).

10 g. **Overuse of Sick Leave** - A unit member must reimburse the District for any overuse of sick leave.  
11 Deductions will be made from the unit member's pay warrant.

12 h. **Proof of Illness** - The District shall require a physician's verification of illness if any unit member has  
13 been on sick leave for more than five (5) consecutive days. The District reserves the right, for good  
14 cause, to require proof of illness for absences of five (5) days or less.

15 i. **Notification of Absence** - Except in emergencies, a classroom teacher shall contact the District's  
16 substitute placement office, not less than two (2) hours prior to the start of the workday to permit the  
17 District time to secure a substitute. Other unit members should contact their immediate supervisor or  
18 designee as soon as the need to be absent is known. If the actions of the unit member, creates a  
19 situation where a substitute reports to the workplace when not needed and cannot be reassigned, the  
20 unit member shall pay the cost of the substitute through the use of leave, if available, or by payroll  
21 deduction.

22 j. **Partial Day Absence** - For illness, family illness, or personal necessity, when a unit member is absent  
23 during any part of the duty day, the payroll office will be instructed to charge accrued leave against the  
24 absent unit member in quarter hour increments whether or not another unit member or substitute is  
25 employed to substitute for the absent unit member.

26 **Section 13.3 - Personal Necessity Leave.**

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

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

34 1. The death of a member of the employee's immediate family when the number of days of

1 absence exceeds the limit provided in the Bereavement Leave Section of this Article.

2 2. An unforeseen crisis involving the employee's property or the person or property of a member of  
3 the employee's immediate family. Such unforeseen crises must (a) be serious in nature, (b)  
4 involve circumstances the employee cannot disregard, and (c) require the attention of the unit  
5 member during such unit member's assigned hours of service.

6 3. An illness, including pregnancy of a unit member's spouse, or a member of the unit member's  
7 immediate family, serious in nature, which, under the circumstances, the unit member cannot  
8 disregard and which requires the attention of the unit member during such unit member's  
9 assigned hours of service.

10 4. Imminent danger to the home of a unit member, occasioned by a factor such as flood or fire,  
11 serious in nature, and which requires the attention of the unit member during such unit  
12 member's assigned hours of service.

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

17 1. Recreation.

18 2. Engaging in other employment, including self-employment, either directly or indirectly.

19 3. Any illegal activity.

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

26 **Section 13.4 - Bereavement Leave.**

27 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of  
28 absence if 400 miles (one way) of travel is required, without loss of salary, on account of death of any  
29 member of his/her immediate family.

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

34 **Section 13.6 - Leave for Pregnancy Disability.**

1 a. **Entitlement to Use Sick Leave** - Unit members are entitled to use sick leave as set forth in Section 13.2,  
2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery on the same  
3 terms and conditions governing leaves of absence for other illness or medical disability. The length of  
4 such disability leave, including the date on which the leave shall commence and the date on which the  
5 duties are to be resumed, shall be determined by the unit member and the unit member's physician.

6 b. **Entitlement to Use Unpaid Leave** - Unit members are entitled to leave without pay or other benefits for  
7 disabilities because of pregnancy, miscarriage, childbirth, or recovery, when all other available leaves of  
8 this Article have been exhausted. The date on which the employee shall resume duties, shall be  
9 determined by the unit member on leave and the unit member's physician. The unit member on leave  
10 for pregnancy disability shall be entitled to return to a position comparable to that held at the time of  
11 leave.

### 12 **Section 13.7 – Parental Leave**

13 a. Parental Leave under the California Family Rights Act – Pursuant to Education Codes  
14 section 44977.5, as amended by Assembly Bill 2393, when a unit member takes parental leave, he or she  
15 may use any or all current or accumulated full-paid sick leave, not to exceed twelve (12) workweeks.

16 1. When a unit member has exhausted all sick leave, including accumulated sick leave,  
17 and continues to be absent for parental leave under the California Family Rights Act  
18 (CFRA; Government Code section 12945.2), he or she may use up to twelve (12)  
19 workweeks of substitute differential pay leave concurrently with the unpaid CFRA  
20 Leave entitlement. The twelve (12) workweeks shall be reduced by any period of  
21 parental leave pursuant to CFRA (Governmental Code Section 12945.2).

22 2. For this leave only, all sick leave shall be utilized and exhausted before differential pay  
23 shall be in effect.

24 3. In order to be entitled to the substitute differential paid leave, the unit member must be  
25 eligible for CFRA child bonding leave, except that effective January 1, 2017, he or she  
26 need not have worked 1,250 hours in the twelve (12) months prior to commencing the  
27 Leave. Paid leave used under this section shall run concurrently with unpaid CFRA  
28 child bonding leave.

29 4. A unit member shall not be provided more than one – twelve (12) week period of  
30 parental leave during any twelve (12) month period.

31 5. For purposes of this section, "parental leave" means leave taken for the reason of the  
32 birth of a child of the unit member, or placement of a child with the unit member in  
33 connection with the adoption or foster care of the child by the unit member, as provided  
34 in the CFRA. Such leave must be taken within twelve (12) months of the birth of the

1 child or placement of the child for adoption or foster care. Non-birthing parents are  
2 required to submit proof of birth, adoption, or foster care placement as soon as possible  
3 after the birth or placement.

4 6. Leave taken under this section shall be in addition to leave taken by the unit member  
5 due to her disability caused by pregnancy, childbirth, or related medical condition as  
6 described in 13.6a.

7 7. The right to this paid child bonding leave shall apply to leaves commencing or  
8 continuing on or after July 1, 2016. It shall not be retroactive and if a unit member has  
9 already used part or all of his or her entitlement to child bonding leave under CFRA, the  
10 unit member shall be entitled to this paid leave on for CFRA child bonding leave taken  
11 after July 1, 2016.

12 b. **Unpaid Leave** – At any time during the eight (8) months prior to becoming a parent or  
13 within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to use sick  
14 leave for pregnancy may be granted an unpaid leave of absence under this section. The unit member’s  
15 request shall be made in writing at least thirty (30) school days prior to the anticipated starting date of  
16 the leave. A leave under this section shall normally be granted for not less than a full semester or for  
17 the remainder of the semester in which the request is filed. The District may grant a shorter leave when  
18 requested by the unit member.

19 If a unit member is granted leave under this section and, after the leave is granted, the unit member  
20 desires to return to work prior to the end of the leave, the unit member may request immediate  
21 reinstatement to a position of like status and benefits. The District shall grant such a request when  
22 there is vacancy for which the unit member is deemed qualified by the District. At the time the leave  
23 would normally have ended, the unit member shall be entitled to return to a position comparable to  
24 that held at the time of the leave.

25 b. **Adopting Parents Leave** – The unit member may use up to five (5) days of personal necessity leave to be  
26 engaged in the procedures of legally adopting a child. These procedures include possible necessary  
27 travel, receipt of child, and legal responsibilities associated with the adoption.

28 **Section 13.8 - Industrial Accident Leave.**

29 a. **Entitlement** - Unit members will be entitled to industrial accident leave according to the provision in the  
30 California Education Code for personal injury, which has qualified for Worker’s Compensation.

31 1. Such leave shall not exceed sixty (60) days during which the schools of the District are required  
32 to be in session or when the employee would otherwise have been performing work for the  
33 District for the same industrial accident.

34 2. The District has the right to have the unit member examined by a physician designated by the

1 District to assist in determining the length of time during which the unit member will be  
2 temporarily unable to perform assigned duties and the degree to which a disability is  
3 attributable to the injury involved.

4 3. For any days of absence from duty as a result of the same industrial accident, the unit member  
5 shall endorse to the District any wage loss benefit check issued by the District through the  
6 insurance carrier or agent which would make the total compensation from both sources exceed  
7 100 percent of the amount the unit member would have received as salary had there been no  
8 industrial accident or illness.

9 4. If the unit member fails to endorse to the District any wage loss disability indemnity check  
10 received on account of the industrial accident or illness as provided above, the District shall  
11 deduct, from the unit member's salary warrant, the amount of such disability indemnity actually  
12 paid to and retained by the unit member.

13 5. A unit member receiving benefits as a result of this section during periods of injury or illness,  
14 shall remain within the State of California unless the Board of Education authorizes travel  
15 outside the State or unless so directed in writing by a physician.

16 6. When entitlement for industrial accident or illness leave has been exhausted, the District will  
17 coordinate the temporary disability with the employee's other available paid leave, to keep the  
18 employee in a full paid status as long as possible.

19 7. Industrial accident and illness leave will be reduced by one day for each day of authorized  
20 absence regardless of a compensation award made under Worker's Compensation.

21 8. When all available paid leaves have been exhausted and the unit member is not able to resume  
22 the duties of the unit member's position, he/she shall, within thirty (30) days request a leave of  
23 absence without pay, apply for retirement, or elect to resign. Should the unit member fail to  
24 choose one of these options, the District will place the unit member on an unpaid leave of  
25 absence to the end of the school year. The District shall notify the unit member in writing of  
26 such action. Failure of the unit member to resign or apply for retirement by the end of the  
27 school year shall constitute a voluntary resignation.

28 **Section 13.9 - Judicial Leave.**

29 a. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court,  
30 other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit  
31 member. The unit member shall submit a written request for an approved absence no less than ten (10)  
32 days, if possible, prior to the beginning date of the leave as a witness.

33 b. The unit member shall pay to the District the jury service or witness fee exclusive of mileage.

34 c. Unit members on jury duty shall return to the District the court form indicating their presence for jury

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

5 **Section 13.10 - Military Leave.**

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

29 **Section 13.11 - Other Leaves Without Pay.**

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

1 to return to employment in the District at the beginning of the coming school year, trimester, or  
2 semester. Failure to so notify will be considered a voluntary resignation.

3 c. The unit member on an unpaid leave of absence shall have the option of continuing health and dental  
4 insurance benefits at their own expense during the period of unpaid leave. Leaves of absence extending  
5 more than ninety (90) days will be placed under the Consolidated Omnibus Budget Reconciliation Act  
6 (COBRA) plan for up to 18 months.

7 d. An unpaid leave of absence of up to one (1) year shall be granted to a unit member for the purpose of  
8 raising his/her natural or adopted child.

9 **Section 13.12 - FMLA (Family Medical Leave Act of 1994).** FMLA leave provides twelve (12) weeks of unpaid  
10 leave for unit members who completed a full year of service in the prior fiscal year. Leave under this article shall  
11 entitle the unit member to all benefits of employment, except for salary, on the same basis as if the unit  
12 member were not on leave. If the unit member fails to return from leave, for a reason other than the  
13 continuation, recurrence, or onset of a serious health condition, then the unit member shall reimburse the  
14 District for premiums paid to maintain group health benefits. . As per §825.213(3)(c) of the Family Medical Leave  
15 Act of 1993, an employee who returns to work for at least 30 calendar days is considered to have “returned” to  
16 work. For purposes of this article, the 30 calendar days will begin on the employee’s first day of return to  
17 regularly scheduled work.

18 There will be no more than twelve (12) weeks of FMLA leave granted for any one qualifying event, this includes  
19 both spouses. Leave may be taken in multiple segments of time if used for medical necessity as certified on the  
20 FMLA leave application. Except in case of emergency, FMLA leave should be arranged thirty (30) days in  
21 advance.

22 a. **Leave Qualifiers**

23 1. Personal Illness - Personal illness requires a physician's off work order and runs concurrent with  
24 one-hundred (100) day long term illness leave.

25 2. Family Illness - Family as defined in section 13.5. Family illness requires medical certification on  
26 the District's family illness request form. All available paid leaves such as personal necessity and  
27 family illness leave must be used as part of the twelve (12) weeks of family leave.

28 3. New dependent care (birth, adoption, or placement of a foster child) - Dependent care leave  
29 requires certification of new dependent on the District's leave request form. This leave must be  
30 taken within one (1) year of new dependent's arrival. If not taken immediately following the  
31 qualifying event, the leave must be arranged in advance with the supervisor's approval to cause  
32 the least interruption the educational process. The unit member may take the leave in two (2)  
33 segments.

34 4. Under AB2357 FMLA will be available for victims of domestic violence.



- 1 a. This leave will be granted for:
  - 2 1. Medical attention
  - 3 2. Legal Assistance
  - 4 3. Services from a shelter, program, or rape crises center
  - 5 4. Psychological counseling
  - 6 5. Safety planning, including temporary or permanent relocation.
- 7 b. If a unit member wishes to take time off under AB2357, he or she must give reasonable  
8 notice to the District for one of the above listed activities unless advance notice is not  
9 feasible. District may require verification that the absence was due to domestic violence.  
10 Type of verification may include:
  - 11 1. Police Reports
  - 12 2. Court orders (or other evidence the employee appeared in court)
  - 13 3. Other documentation from a:
    - 14 a. Medical professional
    - 15 b. Domestic Violence Advocate
    - 16 c. Health Care Provider
    - 17 d. Counselor
- 18 c. A unit member shall be allowed time off due to domestic violence under AB2357 if he or she  
19 has not exhausted the maximum leave under FMLA.
- 20 d. The District shall maintain confidentiality if time off is requested under this law.

21 **Section 13.13 - Sick Leave Bank.**

- 22 e. **Intent of Bank** - The District and the Association agree to establishment of a Sick Leave Bank. The intent  
23 of this bank is to provide additional financial protection to those unit members who incur a period of  
24 prolonged non-industrial serious illness or hospitalization.
- 25 f. **Participation** - All permanent full-time certificated unit members and probationary unit members with  
26 more than twenty (20) days of accumulated sick leave may participate in the bank. (Those unit members  
27 participating in a full-time shared contract shall be considered full-time for this purpose.) The Bank shall  
28 not be available to any unit member during a leave of absence.
- 29 g. **Donation of Days** - A unit member may elect to participate in the Sick Leave Bank by donating eight (8)  
30 hours of his/her accumulated sick leave to the Bank. The unit member shall make this donation by filing  
31 a "Certificated Sick Leave Bank Deposit" form with the Association during the open enrollment. This  
32 donation shall be irrevocable. A donation to the Sick Leave Bank must be made from the unit member's  
33 prior years' accumulated sick leave, and shall not be designated to a specific unit member for his/her  
34 exclusive use.

1 h. **Additional Donations** - An additional eight (8) hours of contribution will be assessed of each participant  
2 if the number of hours in the Bank falls below eight hundred (800) hours. Unit members who are  
3 drawing from the Bank at the time of the assessment will not be required to contribute in order to  
4 remain eligible to receive benefits from the Bank. A unit member may elect to donate additional hours  
5 to the Bank. Such additional hours must be donated during the open enrollment period. Such  
6 additional donations must be approved by the Sick Leave Bank Administration Committee.

7 i. **Enrollment Procedures** - The District shall establish an open enrollment period each year for unit  
8 members to participate in the Sick Leave Bank. Such enrollment period shall be May 1 through June 15.  
9 Unit members who donate during this open enrollment period shall be considered Bank participants  
10 effective July 1 of the next school year. (Once a unit member becomes a participant in the Bank, the  
11 unit member shall not be required to re-enroll each year.)

12 j. **Procedures to Use/Withdraw Sick Leave - Conditions and Restrictions**

13 1. In order to be eligible to withdraw sick leave from the Bank, the unit member must be a  
14 participant (donor) and have exhausted all of his/her accumulated sick leave.

15 2. A unit member electing to use this Sick Leave Bank shall complete a Certificated Sick Leave Bank  
16 Request for Withdrawal Form. The unit member must submit this form to the Association of  
17 Colton Educators Office for processing. In the request, the unit member shall clearly state the  
18 details of his/her injury/illness and the number of days of sick leave the unit member is  
19 requesting from the Bank. Appropriate written verification of the illness or injury, including but  
20 not limited to an off work order signed by the unit member's physician, must be included with  
21 the request. The unit member should be prepared to provide additional documentation on the  
22 nature and severity of the illness or injury if requested by the Sick Leave Bank Administration  
23 Committee. The final decision of a unit member's request shall be made by the Sick Leave Bank  
24 Administration Committee.

25 k. **Allowable Duty Days** - The maximum number of duty days allowed to be utilized by one unit member  
26 for a single injury/illness shall not normally exceed twenty-five (25) duty days. A unit member may  
27 request a specific number of days on one (1) Certificated Sick Leave Bank Withdrawal Form. The unit  
28 member may request additional days up to the twenty-five (25) days by filing an additional request for  
29 consideration by the Committee.

30 In situations of extreme hardship, a unit member may submit a request to the Sick Leave Bank  
31 Administration Committee for days beyond the twenty-five (25) duty days. Additional days may be  
32 granted to the unit member by the Committee based on the particular evidence of need presented in  
33 each situation.

34 Any days approved by the Committee but unused by the unit member shall be returned to the Sick

1 Leave Bank.

2 l. **Method of Payment** - When a unit member uses a day from the Sick Leave Bank, pay for that day shall  
3 be at the same rate the unit member would have received had the unit member worked that day. No  
4 distinction shall be made as to the differing pay rates of the donor or the recipients.

5 m. **Cancellation of Participation** - Cancellation of the unit member's membership in the Bank occurs  
6 automatically whenever the unit member fails to make an assessed contribution. The unit member shall  
7 not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously  
8 authorized for contribution to the Bank shall not be returned to the unit member's account of  
9 accumulated sick leave.

10 n. **Accounting** - By September 20th of each year, the Payroll Office shall provide the Association with a  
11 statement detailing the number of hours withdrawn from the Bank during the past year and the number  
12 of hours available in the Bank as of the first of July of the current year. Should a unit member utilize sick  
13 leave bank benefits while on differential pay status, the District shall deduct from the Sick leave Bank  
14 only four (4) hours for each day for all days covered by the unit member's sick leave bank withdrawal.  
15 While on differential pay status, combined with the four (4) hours from the bank, the unit member  
16 would receive full pay.

17 o. **Termination of Sick Leave Bank** - If the Sick Leave Bank is terminated for any reason, the hours  
18 remaining in the Bank shall be equally distributed to the current members of the Bank.

19 p. **Administration of Bank** - The District and the Association shall administer the Sick Leave Bank. By  
20 committee, the District shall appoint two (2) and the Association shall appoint three (3) people to serve  
21 as members of the Sick Leave Bank committee. The committee shall choose a chairperson. The Sick  
22 Leave Bank committee shall be responsible for approving Sick Leave Bank deposits and withdrawals  
23 from the Sick Leave Bank.

24 q. **Hold Harmless** - The Association agrees that it will not file, on its own behalf, or on behalf of any unit  
25 member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve  
26 donated sick leave used by another unit member pursuant to this provision. The Association also  
27 agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or  
28 lawsuit of any kind which attempts to challenge in any way the legality of enforcement of this provision.

29 The Association agrees to defend, indemnify, and hold harmless the District from any loss of damages arising  
30 from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the  
31 legality or enforcement of this provision, the District may terminate this provision upon written notice to the  
32 Association.

33 **Section 13.14 - Short Term Leave.** Unit members may be granted a short-term leave of absence without pay  
34 for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays

1 during any one (1) school year. Such leave shall not have any benefit adjustment.

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

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

10 **Section 13.17 - Sabbatical Leave.** The Board may grant sabbatical leaves. Each school year, permanent unit  
11 members shall have the right to apply for a sabbatical leave. To be qualified, a unit member must: 1) Be a  
12 permanent unit member with at least seven (7) years of continuous service to the District; and 2) The unit  
13 member must agree to return to the District for two (2) years of service upon completing the sabbatical. The  
14 selection committee is to be composed of two members chosen by the District and two members chosen by the  
15 Association and shall select unit members from a list of applicants. Applications, specifying the sabbatical  
16 program, must be received by the first of January and selection completed or rejected by the first of February.

- 17 a. Sabbatical leave shall be for one full year with one-half (½) year's salary, or one-half (½) year with one-  
18 fourth (¼) year salary and full fringe benefits for the chosen unit member.
- 19 b. A subversion of this section, by the selected unit member, can lead to penalty imposed by the District,  
20 not to exceed the value of the sabbatical pay.

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1 **ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT**

2 **Section 14.1 - Safe Working Conditions.**

3 a. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that  
4 endanger their health.

5 b. The District shall comply with provisions of the California Occupational Safety and Health Act, as  
6 amended (California Labor Code 6300, et seq.) and regulations relating thereto (California  
7 Administrative Code Section 330, et seq.).

8 1. When cited for failure to provide a safe working condition at the place of employment, the  
9 District shall, within two (2) days of receipt of citation, provide to the Association a copy of the  
10 citation. The Association President or his/her designee shall be released with pay to participate  
11 in any conference between the District's representative(s) and a CAL-OSHA Compliance  
12 Inspection Engineer and/or to accompany the District representative(s), if any, and the CAL-  
13 OSHA Compliance Inspection Engineer as the engineer conducts his/her walk around inspection.

14 c. The Association shall appoint one (1) representative to attend the District Safety Committee established  
15 to implement the provisions of Labor Code 6401.7,( i.e., S.B. 198 Injury and Illness Prevention Program).  
16 The District Safety Committee shall provide each work site with a general procedures booklet. The  
17 District Safety Committee shall review and answer all inquiries and/or recommendations of the Site  
18 Safety Committee.

19 1. All unit members are expected to comply with the Injury and Illness Prevention Program Policy.  
20 Each unit member shall be provided a copy of said policy.

21 2. Upon notification of an unsafe condition or hazard, on a District form, the site supervisor will  
22 investigate and report the findings and describe the measures taken to correct the condition,  
23 when appropriate, to the District Risk Supervisor. The District shall correct unsafe and  
24 unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

25 3. A unit member's failure to comply with safety rules, procedures and policies shall be cause for  
26 immediate disciplinary action by the District (Article 21).

27 4. With unit member participation, each site shall have a site safety committee, which shall meet  
28 monthly and review "reports of unsafe condition or hazard", employee injuries reported, and  
29 incidents of student accident. The Site Safety Committee shall review and enforce the site  
30 inspection program and report unique or unaddressed site issues to the District Safety  
31 Committee.

32 d. **Disaster Plan** - The District is responsible for coordinating contact with outside agencies, maintenance of  
33 Emergency Procedures manuals, policy development and review, periodic training, equipment  
34 maintenance, coordination of emergency evaluation drills, maintenance of District and work site safety

1 supplies, and maintenance of work site safety devices.

2 1. The District shall provide each site with first aid kits containing a first aid book and basic first  
3 aid supplies.

4 2. With unit member participation, each site shall annually review, update, and in-service all staff  
5 on the site emergency preparedness plan. A copy of the District and site emergency  
6 preparedness plan shall be available upon request of any unit member from the site principal  
7 or principal designee.

8 3. Unit members shall remain on campus and participate fully as a "Disaster service worker"  
9 under Government Code, Chapter 8, Division IV, Title I in the event of an emergency or natural  
10 disaster until released pursuant to the District Disaster Preparedness Plan.

11 4. In the event of an emergency school or District closure including, but not limited to natural  
12 disaster or quarantine, unit members shall receive their daily rate of pay and benefits. If make-  
13 up days are required by law, the District shall negotiate said days with the Association.

14 e. For unit members of designated positions whose health plan does not cover the cost of the Hepatitis B  
15 injection, the District shall provide the injection at no cost. Any designated unit member beginning the  
16 injection series provided by the District and not completing it for other than medical reasons will be  
17 charged for the medical cost incurred by the District.

18 The following are designated positions as defined by the District's exposure control plan:

|                                  |                 |
|----------------------------------|-----------------|
| 19 Athletic trainers and Coaches | School Nurses   |
| 20 Physical education teachers   | SH/SDC teachers |

21 f. The District shall attempt to keep all school grounds and facilities free of rodents, pests, and unwanted  
22 insects. If insecticides or poisons are used for this purpose, the District shall make every attempt to post  
23 the pesticides' spraying schedule so that unit members at a site can be warned that the spraying will  
24 take place at that site and make every attempt to apply them at times when unit members and students  
25 are not present.

26 g. The District shall make every effort to provide safe off-street parking facilities for all unit members.  
27 Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the  
28 employee's insurance policy, not to exceed one hundred dollars (\$100), for damages resulting from  
29 malicious acts while the vehicle is parked or driven on District premises. Collision, theft of an entire  
30 vehicle or any optional equipment attached thereto such as a radio or tape deck, including tapes,  
31 cassettes, and hub caps, and damage to vehicle resulting from actual theft of the vehicle are specifically  
32 excluded from this coverage. Board Policy 3038 (3).

33 **Section 14.2 - Student Suspension and Expulsion.**

34 a. Suspension by Teacher (from class) - A bargaining unit member may suspend a pupil from class for the

1 day of the suspension and the following day for any act that disrupts or diminishes the education  
2 process, including but not limited to any of the acts enumerated in Education Code Section 48900.

3 b. The unit member shall immediately report the suspension to the school principal or designee and send  
4 the pupil to the principal or designee for appropriate action. The teacher shall contact the parent or  
5 guardian of the pupil in a timely manner and ask the parent/guardian of the pupil to attend a  
6 parent/teacher conference regarding the suspension. The bargaining unit member is responsible for  
7 Education Code 48900.5 and imposing suspension only when other means of correction have failed.

8 c. The pupil shall not be returned to the bargaining unit member's class during the period of suspension  
9 without the bargaining unit member's concurrence.

10 d. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is  
11 assigned to more than one class per day, this section shall apply only to classes scheduled during the  
12 same time as the class from which the student was suspended.

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

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

20 **Section 14.5 - Pupil Transportation.**

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

25 **Section 14.6 - Student Control.**

26 a. A unit member shall exercise reasonable control, as necessary, to maintain order, protect property, or  
27 protect the health and safety of self, pupils, or others.

28 1. Every unit member shall hold pupils to a strict account for their conduct on their way to and  
29 from school, on the playground, campus, or during recess and break periods (Ed Code 44807).

30 2. Unit members shall not be subject to criminal prosecution or criminal penalties for the exercise,  
31 during the performance of their duties, of the same degree of physical control over a pupil that  
32 a parent would be legally privileged to exercise, but which in no event shall exceed the amount  
33 of physical control reasonably necessary to maintain order, protect property, or protect the  
34 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.

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1 **ARTICLE 15: GRIEVANCE PROCEDURES**

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

6 **Section 15.2 - General Provisions.**

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

33 **Section 15.3 - Levels**

- 34 a. **Informal Level** - Before filing a formal grievance, the grievant’s immediate supervisor shall meet with the

1 grievant, or a representative of the Association as the grievant's designee, within ten (10) days of the  
2 alleged grievable occurrence. Unit members must clearly state to the supervisor that the discussion  
3 relates to an informal grievance so that the nature and purpose of the discussion are understood by  
4 both parties. After the meeting has taken place, the grievant or the Association representative and the  
5 immediate supervisor shall sign and date the standard grievance form, indicating only that the informal  
6 meeting has taken place. The form shall specify the alleged contract violation before signatures are  
7 written. If the meeting does not resolve the issue, or the meeting does not take place within ten (10)  
8 working days, the grievance shall proceed to Level 1. If the grievant or Association do not attempt to  
9 meet with the immediate supervisor for an informal level meeting, then further appeal is barred as  
10 indicated in Section 15.2 (b) of this Article.

11 b. Level I - Any employee who has a grievance may reduce such a matter to writing, within fifteen (15) days  
12 after the employee has knowledge or reasonably should have knowledge of the event which caused the  
13 grievance and submit it to the immediate supervisor who shall meet with the employee and/or an  
14 Association representative in an attempt to resolve the matter. Such meeting and a response in writing  
15 by the District will be made within ten (10) days after submission of the grievance into Level I.

16 c. Level II - If the grievance is not resolved in Level I, a written notice of appeal to Level II shall be served to  
17 the District within ten (10) days following the disposition of the grievance in Level I. Such grievance shall  
18 be discussed at a meeting with the employee, an Association representative, and the Superintendent or  
19 designee, and/or whomever else the Superintendent elects to be present. If the designee met with the  
20 grievant at Level I, the Superintendent and/or a different designee shall meet with the grievant and their  
21 representative at Level II. Such meeting and response in writing by the District will be made within ten  
22 (10) days after submission of the grievance into Level II.

23 d. Level III - Mediation - If the grievance is not resolved in Level II, a written notice of appeal to Level III  
24 shall be served to the District within ten (10) days following the disposition of the grievance in Level II.  
25 The matter may be submitted to a mediator upon mutual agreement between the District and the  
26 grievant/Association. Such agreement shall be reached within ten (10) days. If no such agreement is  
27 reached within ten (10) days, the District or the grievant/Association may take the grievance to Level IV.  
28 If there is mutual agreement, a mediator, appointed by the State Conciliation Service, will hear both  
29 positions and render non-binding suggestions in the hope that a solution will result. At the close of the  
30 mediation session, if a settlement has not been achieved, the grievant/Association and the District  
31 representative shall state such in writing.

32 e. Level IV

33 1. In the event the grievance is not settled at Level III, or there is no mutual agreement to use Level  
34 III, the grievant shall have up to ten (10) days to notify the Association of the unit member's

1 request for arbitration. The Association shall within five (5) days notify the District in writing of  
2 the grievant's request for arbitration. Should the Association choose to submit the grievance to  
3 binding arbitration, it shall notify the Superintendent of such decision within thirty (30) days of  
4 the date that the Association notified the District of the grievant's request for arbitration.

5 2. The District, within ten (10) days of the request, shall request the State Conciliation Service to  
6 supply a list of five (5) names of persons experienced in hearing grievances in public schools.  
7 The Association and the District shall attempt to agree on a binding arbitrator from this list  
8 within five (5) days upon its receipt. If no agreement can be reached, each party shall  
9 alternately strike a name until only one name remains. The remaining panel member shall be  
10 the binding arbitrator. The order of striking shall be determined by lot.

11 3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and  
12 the Association. All other expenses shall be borne by the party incurring them.

13 4. The arbitrator shall, as soon as possible, hear evidence and render a decision, on the issue or  
14 issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall  
15 determine the issues by referring to the written grievance and the answers thereto at each step.

16 5. The arbitrator will have no power to add to, subtract from, or modify the terms of this  
17 Agreement or the written policies, rules, regulations, and procedures of the District. The  
18 arbitrator's decision must be limited to the specific issue or issues submitted, and based upon  
19 the arbitrator's interpretation of meaning or application of the language of the Agreement.

20 6. After a hearing and after both parties have had an opportunity to make written arguments, the  
21 arbitrator shall submit in writing to all parties his findings and decisions, which shall be binding  
22 to the Board of Education, the unit members, and the Association

23 **Section 15.4 - Waivers.**

24 a. Any of the time limits set forth in this Article may be waived by written agreement between the Parties.

25 b. Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

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

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1 **ARTICLE 16: PRE-RETIREMENT PROGRAM**

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

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

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

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1 **ARTICLE 17: EMPLOYMENT AFTER RETIREMENT PLAN**

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

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

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

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

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

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

17 **Section 17.7** Payment will be at the daily rate of the employee if the unit member were employed full time in  
18 the District at his/her proper placement on the adopted salary schedule.

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

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

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1 **ARTICLE 18: MEDICAL COVERAGE FOR RETIREES**

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

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

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

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

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

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

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

33 **Section 18.7 Retired Unit Members.** The District also agrees to permit unit members who have retired (up to  
34 age 65) to continue on the District hospitalization medical and dental plans in order that the unit member may

1 continue at the established group rate for that member's age classification. Such hospitalization/medical and  
2 dental coverage will be subject to any limitations imposed by the insurance carrier. The retired unit member  
3 will be responsible for submitting payments for health plan premium coverage to the Business Office of the  
4 District on the time schedule established by the District.

5 Failure of the retired unit member to meet the established premium payment schedule will result in the retired  
6 unit member being terminated from the hospitalization/medical-dental plan.

7 The District shall make available to retirees a Medicare supplement plan at the retiree's cost when the benefits  
8 provided in this Article expire.

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

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

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1 **ARTICLE 19: TEACHER INDUCTION PROGRAM**

**Effective July 1, 2018**

2 **Purpose:**

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

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

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

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

19 **Section 19.4 Prime Evaluator** – For purposes of this Article, the prime evaluator is the administrator appointed  
20 by the District to evaluate a certificated teacher participating in the induction program as identified in  
21 Article 10.1(c).

22 **Section 19.5 Induction**

23 a. A Reflective Coach may be assigned up to two (2) Candidate Teachers to provide job-embedded mentoring  
24 and support. In case of emergency, with the approval of the Reflective Coach, the Educator Support  
25 Committee may assign a Reflective Coach one (1) additional Candidate Teacher.

26 b. The Reflective Coach shall provide job-embedded mentoring and support to the Candidate Teacher in  
27 accordance with the Teacher Induction Program Standards.

28 c. The Reflective Coach and the prime evaluator(s) shall have a cooperative relationship and shall consult on  
29 the development of the Candidate’s Individual Learning Plan. The prime evaluator shall collaborate with the  
30 Reflective Coach, as needed, to ensure a system of support is provided for the Candidate.

31 d. Neither the Reflective Coaches nor the Educator Support Committee will make written reports regarding  
32 individual Candidate Teachers, nor forward to the Governing Board the names of individual Candidate  
33 Teachers who participated in the Program.

34 e. All communication between the Reflective Coach and a Candidate Teacher shall be confidential. A Reflective



1 Coach shall not participate in the evaluation of the Candidate Teacher.

2 f. These programs shall not waive the Governing Board’s legal right to make a non-reelection decision.

3 **Section 19.6 Educator Support Committee**

4 a. The Educator Support Committee shall consist of seven (7) members, four (4) bargaining unit members  
5 and three (3) administrators. Bargaining unit members shall be appointed by the association to three-  
6 year terms.

7 b. The Educator Support Committee shall establish its own meeting schedule and shall meet outside the  
8 regular school day, on the dates to be determined by the Committee. Four (4) members, the majority of  
9 which shall be teachers, shall constitute a quorum; actions of the Educator Support Committee shall  
10 require an affirmative vote of at least four (4) members. Meetings and other induction related business  
11 which cannot be accomplished after the workday may take place during the regular teacher workday,  
12 and substitutes shall be provided to release Association members from their other duties.

13 c. The Educator Support Committee supports/coordinates the implementation of the induction program.

14 d. The duties of the Educator Support Committee related to the Teacher Induction Program shall be as  
15 follows:

16 1. Select the trainers and/or training providers for Educator Support Committee Members and  
17 Reflective Coaches.

18 2. Establish its own rules and procedures, including the method for the election of a Chairperson  
19 by majority vote.

20 3. Select the panel of Reflective Coaches.

21 4. Adopt Rules and Procedures to effect the provisions of this Article. Develop forms necessary for  
22 Rules and Procedures. Adopted rules and procedures shall be consistent with the terms of this  
23 article. To the extent that there is an inconsistency, the terms of the Collective Bargaining  
24 Agreement shall prevail.

25 5. Make available a copy of the adopted Rules and Procedures to all bargaining unit members.

26 6. Establish and implement procedures for the application and selection of Reflective Coaches, and  
27 for assessing the quality of services provided to Candidate Teachers.

28 7. Determine the number of Reflective Coaches in any school year based upon participation in the  
29 Induction program.

30 8. Make assignments of Reflective Coaches.

31 9. Develop an appeal process in regard to the application of this article. The Educator Support  
32 Committee’s decision shall be final.

33 10. No duties of the Educator Support Committee shall supersede the legal requirements of the  
34 Colton Joint Unified School District’s participation in the induction program.

1 **Section 19.7 Reflective Coach**

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

32 **Section 19.8 Budget Priorities and Considerations**

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

- 1 Teacher served.
- 2 c. The stipend for the bargaining unit members of the Educator Support Committee is defined in Article 20
- 3 Peer Assistance and Review.

4 **Section 19.9 Other Provisions**

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

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1 **ARTICLE 20 : PEER ASSISTANCE AND PEER REVIEW (PAR)** **Effective July 1, 2018**

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

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

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

15 **Section 20.3 Evaluator** – is an administrator appointed by the District to evaluate a certificated teacher.

16 **Section 20.4 Peer Assistance and Review Program Components.** There are two (2) categories of Participating  
17 Teacher: Referred Participating Teacher and Volunteer Participating Teacher.

18 a. **Referred Participating Teacher** – a permanent unit member who has received an unsatisfactory final  
19 evaluation in the areas of teaching methods and instruction.

20 1. A Referred Participating Teacher shall have input on the selection of his/ her Consulting Teacher.  
21 A Referred Participating Teacher may request a change within ten (10) work days after receiving  
22 the selection. The Educator Support Committee shall make final decisions on assignment of  
23 Consulting Teachers.

24 2. All communication between the Consulting Teacher and the Referred Participating Teacher shall  
25 be confidential and without written consent of the Referred Participating Teacher, shall not be  
26 shared with any others, except the Educator Support Committee.

27 3. The Referred Participating Teacher has the right to be represented at any Educator Support  
28 Committee meeting throughout these procedures by an Association representative.

29 b. **Volunteer Participating Teacher** – a permanent unit member who voluntarily seeks to improve his/her  
30 teaching performance through peer assistance. Participation is for peer assistance only and the  
31 Consulting Teacher shall not document and/or participate in any performance review of the Volunteer  
32 Participating Teacher. The Volunteer Participating Teacher may terminate participation in the PAR  
33 Program at any time. A teacher who has entered the program voluntarily may be involuntarily placed in  
34 the program in the event the teacher receives an unsatisfactory final evaluation as described above.

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

2 1. A Volunteer Participating Teacher shall select a Consulting Teacher from the panel of Consulting  
3 Teachers provided by the Educator Support Committee. A Volunteer Participating Teacher may  
4 request a change at any time.

5 2. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall  
6 be confidential, and without the written consent of the Volunteer shall not be shared with  
7 others, including the site principal, evaluator or the Educator Support Committee.

8 **Section 20.5 Program Process for a Referred Participating Teacher**

9 a. When a teacher is evaluated in accordance with Article 10 Evaluations, and the final evaluation summary  
10 mandates the teacher be placed into the PAR program, the following process shall be followed:

11 1. A Consulting Teacher shall be chosen by the Educator Support Committee to coach and mentor the  
12 Referred Participating Teacher for the entire school year. The Referred Participating Teacher shall have input on  
13 the selection of the Consulting Teacher.

14 2. Within the first 30 calendar days of the school year, the Referred Participating Teacher and the  
15 Consulting Teacher shall meet and consult with the evaluating administrator who completed the final evaluation  
16 summary which mandated the teacher to PAR to review the areas that were unsatisfactory, and discuss a plan to  
17 address the specific areas. The goals of the resulting support plan shall include, but not be limited to, specific  
18 training activities and classroom observations in the teaching/instructional areas and to discuss a plan to  
19 address the unsatisfactory areas identified on the summary evaluation.

20 3. A Consulting Teacher shall be provided up to a maximum of fifteen (15) hours release time per  
21 Referred Participating Teacher served.

22 4. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR  
23 Program, establish mutually agreed upon performance goals, develop the PAR support plan and develop a  
24 process for determining successful completion of the program. Such support plans must be approved by the  
25 Educator Support Committee.

26 5. The Consulting Teacher shall conduct observations of the Referred Participating Teacher during  
27 classroom instruction. A minimum of two (2) observations per semester shall be conducted. Observations shall  
28 be at least 20 minutes in length.

29 6. The Consulting Teacher shall conduct post-observation conferences with the Referred Participating  
30 Teacher. During each conference, the Consulting Teacher shall provide to the Referred Participating Teacher an  
31 information feedback form to measure progress.

32 7. A classroom observation by at least one (1) Association member and one (1) Administrator from the  
33 Educator Support Committee shall be conducted, and a minimum of one (1) observation per semester shall be  
34 conducted. The observing members shall conduct post-observation conferences with the Referred Participating

1 Teacher and Consulting Teacher. During each conference, the observing members shall provide to the Referred  
2 Participating Teacher an information feedback form to measure progress.

3 8. The Consulting Teacher shall submit a mid-year report to the Educator Support Committee on the  
4 Referred Participating Teacher's progress no later than December 1<sup>st</sup>.

5 9. The Consulting Teacher shall complete and submit a final report of the Referred Participating  
6 Teacher's progress in meeting the goals of the support plan to the Educator Support Committee no later than  
7 May 1<sup>st</sup>. The final report shall include the assistance provided and a statement of the Referred Participating  
8 Teacher's progress with the plan. A copy of the final report shall be provided to the Referred Participating  
9 Teacher.

10 10. The Educator Support Committee shall not act on the Consulting Teacher's final report before ten  
11 (10) work days following the receipt of the report to allow the Referred Participating Teacher sufficient time to  
12 submit a written response.

13 11. The final report of the Referred Participating Teacher's participation in the PAR Program shall be  
14 submitted to Human Resources for placement in the personnel file, and shall not be used in the formal  
15 evaluation by the site administrator of the Referred Participating Teacher.

16 b. Should the final report conclude that the Referred Participating Teacher did not make adequate progress in  
17 the PAR Program, the following process shall be followed:

18 1. The Educator Support Committee may submit a recommendation to the Superintendent and/or  
19 Governing Board to authorize one (1) additional school year in the PAR program.

20 2. If approved, the Referred Participating Teacher may receive additional services which may include,  
21 but are not limited to:

22 a. An additional year of support from a Consulting Teacher.

23 b. Requirements to attend mandatory trainings, conferences, and/or  
24 workshops related to the elements that were unsatisfactory.

25 c. Requirements to observe fellow colleagues, with permission.

26 d. An outside coach.

27 3. During the second year of peer assistance, the Consulting Teacher and Site Principal shall consult and  
28 make a recommendation on which type of support the Referred Participating Teacher shall receive. This  
29 recommendation is subject to the approval of the Educator Support Committee.

30 **Section 20.6 Educator Support Committee**

31 e. The Educator Support Committee members and terms are defined in Article 19 Teacher Induction  
32 Program.

33 f. The Educator Support Committee oversees/coordinates the implementation of the PAR program.

34 g. The duties of the Educator Support Committee related to the PAR Program shall be as follows:

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

1 program annually.

2 **Section 20.7 Consulting Teacher Requirements**

3 a. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the  
4 following minimum qualifications:

- 5 1. Bargaining unit member with permanent status.
- 6 2. Possession of a California Clear teaching credential.
- 7 3. Exemplary full-time classroom teaching experience for the last five (5) years.
- 8 4. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective  
9 communication skills, subject matter knowledge, and mastery of a range of teaching strategies  
10 necessary to meet the needs of pupils in different contexts.

11 b. In applying for a position of Consulting Teacher, each applicant is required to submit two (2)  
12 confidential references from individuals with specific knowledge of his or her expertise, as follows:

- 13 1. A reference from a site principal or other administrator.
- 14 2. A reference from an Association representative.

15 h. Consulting Teachers shall be selected by a majority vote of the Educator Support  
16 Committee following classroom observations by at least one (1) Association member  
17 and one (1) administrator. Observations shall be at least 20 minutes in length in a classroom.

18 i. The term of the Consulting Teacher shall be up to three (3) years, and may reapply for additional terms.

19 j. Consulting Teachers shall receive a one-time per diem rate for the completion of training during their  
20 off-track/summer period upon prior approval of the Educator Support Committee.

21 k. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either  
22 management or supervisory functions. The Consulting Teacher shall continue to have all rights of  
23 bargaining unit members.

24 l. Consulting Teachers shall have the responsibility for up to two (2) Referred Participating Teachers. With  
25 approval of the Consulting Teacher, the Educator Support Committee may assign up to two (2)  
26 additional Referred Participating Teachers.

27 **Section 20.8 Budget Priorities and Considerations**

28 d. The District shall not be required to allocate funds for the program as set forth in this Article.

29 e. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$3,000 per Teacher  
30 served.

31 f. Bargaining unit members of the Educator Support Committee shall receive a stipend of \$4,000.

32 **Section 20.9 Other Provisions**

33 e. Unit Members who function as Educator Support Committee or Consulting Teachers under this  
34 document shall not be considered either management or supervisory employees as defined by



- 1 Government Code Section 3540.1(g) and (m).
- 2 f. The District shall defend and hold harmless individual Educator Support Committee members and  
3 Consulting Teachers from any lawsuit or claim arising out of performance of their duties under this PAR  
4 program as provided by the California Tort Claims Act. The Association retains the right to participate in  
5 the litigation.
- 6 g. All proceedings and materials related to PAR evaluations, reports and other personnel matters shall be  
7 strictly confidential. Therefore, Educator Support Committee members and Consulting Teachers may  
8 disclose such information only as necessary to administer this Article.
- 9 h. The program described in this article and the District's evaluation functions shall operate independently  
10 of each other; however a cooperative relationship between the principal and the Consulting Teacher is  
11 encouraged with respect to the process of peer assistance and review. Nothing within this agreement or  
12 within the program shall prohibit or limit the District and Governing Board from exercising its legal or  
13 contractual rights regardless of the participation of a teacher within the program. Such rights include,  
14 but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of  
15 intention to dismiss from employment, administrative transfers, involuntary reassignment, and  
16 evaluation independently of the program. Decisions and actions within the program are not binding on  
17 the District nor the Governing Board.
- 18 i. This Article may be reopened at any time by mutual consent of the parties as needed.
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1 **ARTICLE 21: SHARED CONTRACT EMPLOYMENT**

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

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

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

13 **Section 21.4 - Procedures.**

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

21 **Section 21.5 - Shared Contracts.**

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

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

1 **Section 21.7 - Time Requirements.**

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

7 **Section 21.8 Return to Full-Time Position.**

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

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1 **ARTICLE 22: DISCIPLINE**

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

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

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

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

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

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

4 c. Upon being served with written notice of suspension, the unit member may request the Association to  
5 ask for a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the  
6 Association. If mutual agreement cannot be reached within five (5) calendar days after a request for  
7 hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation  
8 Service. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and  
9 the remaining individual shall serve as the arbitrator.

10 d. The Association must file the request for hearing, under Section c above, with the Superintendent's  
11 office no later than ten (10) calendar days (excluding winter and spring recesses) after receiving the  
12 notice of suspension. Failure to file a written appeal with the ten (10) calendar day period shall be  
13 deemed a waiver of any right to a hearing.

14 e. The arbitrator shall prepare written findings and a decision within twenty (20) calendar days after the  
15 close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority  
16 only to affirm, modify, or revoke the suspension without pay. Any modification shall be limited to  
17 decreasing the number of suspension days, and if the suspension is reduced or revoked, the unit  
18 member shall be entitled to back pay for the number of suspension days rescinded.

19 **Section 22.4**

20 a. Steps a and b only of Section 21.2 shall not be carried more than twelve (12) calendar months beyond  
21 the last similar infraction.

22 b. If no further infraction of a similar nature occurs within thirty-six (36) calendar months of the written  
23 reprimand (Section 21.2c) the District shall begin again with Section 21.2a for any subsequent similar  
24 infraction.

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

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

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

34 **Section 22.8** - If, after having been disciplined, the unit member serves the District for forty-eight (48) months

1 without the need for further disciplinary action, upon request, the District shall seal the written reprimand  
2 and/or suspension notice within the personnel file.

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1 **ARTICLE 23: YEAR-ROUND EDUCATION**

2 **Section 23.1 - Introduction.** The Association shall be informed of the designation of year-round school sites or  
3 discontinuance thereof, including grade levels, within two (2) school days following the Board of Education  
4 meeting where such designation is made.

5 In addition, if the District decides to implement YRE schools at grade levels other than K-6, it will give prompt  
6 notice of such intent to the Association and will meet and negotiate regarding issues arising because of the  
7 implementation at the additional grade levels. The

8 District and the Association will continue to discuss implementation of YRE programs during the term of the  
9 Agreement.

10 Provisions of this Article apply to Year-Round schools only, if and when these schedules are implemented.  
11 Except for these provisions, members of the unit involved in Year-Round schools will be subject to all other  
12 provisions of the Agreement.

13 **Section 23.2 - Track Selection.** Unit members at a school site will have first selection of a track before any  
14 transfers are considered. School Site meetings shall be held at each YRE site during which unit members shall  
15 determine initial track selections among themselves based on staffing need with the approval of the site  
16 administrator.

17 Individual track openings may be filled at the end of the school year by on-site unit members as the openings  
18 occur.

19 If two employees at a school site determine that they wish to exchange track assignments for the following  
20 school year, they may make a proposal to that effect to the site administrator prior to April 15. The  
21 administrator shall respond no later than May 15. All responses shall be in writing. If disapproved, specific  
22 reasons shall be provided if requested in writing by the unit member.

23 **Section 23.3 - Intersessions.** Unit members teaching four (4) or less hour intersessions will be compensated at  
24 the summer school rate. Unit members teaching regular instructional day (See Article 8) intersession will  
25 receive per diem rates. Unit members shall accrue one day of sick leave per intersession.

26 The District will post openings for intersession assignments if it determines such sessions will be held. No unit  
27 member will be required to work longer than one hundred eighty-five (185) workdays, except as otherwise  
28 provided in this Agreement. The District may provide for additional workdays for some bargaining unit  
29 positions. Such positions shall be posted. Unit members who agree to work such additional days shall be  
30 compensated at appropriate rate of pay for the extended work year (as mentioned above).

31 **Section 23.4 - Preparation Days.** Prior to the beginning of each school year two (2) preparation days may be  
32 required. Preparation days during the school year may be scheduled at the discretion of the unit member with  
33 prior approval of the site administrator.

34 For unit members who report to duty on the teacher preparation days as indicated on the school calendar, the

1 District will make every effort to provide duty-free days for the purpose of classroom preparation and scheduled  
2 on-track staff meetings. On the last prep day preceding the arrival of the unit member's students, work hours  
3 may be flexible to allow unit members at least three and one-half (3½) hours to work in their assigned  
4 unencumbered classroom until no later than 7:30 p.m.

5 A unit member changing from the traditional school program to the Year-Round Education program shall have  
6 the option of selecting any two (2) preparation days on the Year-Round Education program calendar for the  
7 purpose of preparing for the beginning of the unit member work year. The unit member must receive approval  
8 from the site administrator prior to working these days.

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

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

13 **Section 23.7 - Flexible Scheduling.** A unit member teaching an on-track assignment will be permitted to  
14 exchange a maximum of ten (10) instructional days with an off-track unit member if approved by the site  
15 administrator.

16 The District shall be notified by the on-track unit member ten (10) days prior to the exchange period. All  
17 exchanges must be completed with one (1) fiscal year. Such arrangements shall not impact other leaves set  
18 forth elsewhere in the Agreement.

19 **Section 23.8 - Working Conditions.** It is the intent of the District that only air-conditioned schools will be  
20 designated as Year-Round Education program sites. The District will be responsible for providing adequate and  
21 secure storage for District-supplied materials and individually owned unit member supplies approved by the site  
22 administrator.

23 Adequate materials and supplies will be provided by the District for each instructional track.

24 Adequate desks, files, and related equipment will be provided by the District for each on-track unit member.

25 **Section 23.9 - Miscellaneous.** Each track may have one Open House per school year. It shall not be the regular  
26 policy of the District to assign students who are off-track to the classrooms of on-track unit members, on a  
27 temporary basis, for the purpose of making up instructional time.

28 Off-track unit members will not be required to attend any school functions unless they are employed under  
29 separate contract, i.e., intersession meetings.

30 If the unit member agrees to complete an extra pay for extra duty assignment and is required by the District to  
31 fulfill this assignment during that member's off-track time, (such as spelling bee, science fair, or other paid duty),  
32 the District shall compensate the unit member at the contractual hourly extra duty assignment rate. The District  
33 shall determine the appropriate number of hours to be compensated.

34 **Section 23.10 - Special Services.** In meeting instructional needs for students' special services during the Year-



1 Round Education program, unit members shall be given first consideration. Unit members who provide special  
2 services and are needed to fulfill federal, state, and/or District guidelines may apply to work an extended work  
3 year beyond their regular assignment at the unit member's per diem rate of pay to include anniversary steps,  
4 stipends, and ratios. (See Appendix II, Section A for current work year.) Selection shall be on a voluntary basis if  
5 all positions can be filled by that method. Otherwise, assignments will be made by the District.

6 Specialists, including nurses, psychologists, counselors, speech therapists, adaptive physical education teachers,  
7 Curriculum Program Specialists, and resource specialists may service multiple tracks throughout the year by  
8 volunteering for additional work days beyond the contractual limits. YRE unit members, working a YRE contract  
9 shall be given a work schedule prior to April 15. If a unit member wishes to modify the schedule to better meet  
10 the needs of students, the unit member may submit change requests to the appropriate supervisor for approval.  
11 All requests for modification shall be submitted no later than May 1. The District shall notify the unit member  
12 no later than May 15 of the final approved work schedule for the following year. Once the work schedule is set  
13 for the year, no further changes shall be allowed.

14 No unit member will be required to work a four (4) day workweek; unless, the District has posted the position as  
15 such. A four (4) day workweek may be implemented when a reduced work year is requested by the Association.  
16 Unit members providing services for special needs will be assigned no more than three (3) work sites if possible.

17 **Section 23.11 - Evaluation.** Observation and evaluation procedures and schedules shall be in accordance with  
18 Article 10.

19 Unit members shall have only one prime evaluator during a school year unless a change is requested by the unit  
20 member, or the prime evaluator with the permission of the Superintendent or his designee.

21 **Section. 23.12 - Salary.** Unit members shall have their salary adjusted retroactively to the beginning of their  
22 initial track upon submission of additional units prior to November 1.

23 Step changes will occur as per contract on July 1 for year-round. Anniversary increments will begin on July 1 for  
24 year-round unit members.

25 A unit member assigned to a YRE position shall be compensated on the same base salary schedule as a unit  
26 member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in  
27 Appendix IB.

28 Unit members who work at the YRE sites shall not be adversely affected by the application of the standards of  
29 advancing on the salary schedule or obtaining years of service credit, as defined in Article 7 of the collective  
30 bargaining agreement.

31 If a unit member transfers into or out of a YRE site and in the process changes his/her pay cycle, the District will  
32 make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular  
33 pay warrants. The District shall not be required to advance salary pay to unit members unless a bond acceptable  
34 to the District is provided by the unit member. Over and under payments that occur in any fiscal year will be

1 handled as quickly and equitably as possible, but not later than the end of the school year. The beginning date  
2 for seniority will be determined by first day of paid service.  
3 Unit members on YRE shall receive twelve (12) pay warrants per school year.  
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1 **ARTICLE 24 SPECIAL EDUCATION**

2 **Section 24.1 - Definition** This section is approved to meet requirements of Students with Special Needs. It is  
3 the intent of both parties, the District and the Association, to comply with all federal and state regulations and  
4 laws. Any provisions of this Article found to be in violation of federal and state regulations will be deemed  
5 invalid.

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

10 **Section 24.3 - Individual Education Programs (IEPs)**

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

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

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

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

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

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

- 33 a. **Instructional Aides** - Instructional aides shall be assigned as needed. Special Education and general  
34 education teachers shall be consulted as to the scheduling of such aides, but the District shall make the

- 1 final assignment.
- 2 b. **Collaborative/Inclusion Support** - Unit members teaching general education classes that have a Student  
3 with Special Needs enrolled in their class(es) in a Collaborative or Inclusion Model shall have the support  
4 of a Special Education teacher, instructional aide, or any other member of the Special Education Support  
5 Team whenever possible or as identified on the IEP.
- 6 c. **Class Size** - Students involved in a Collaborative or Inclusion Model will be included in the general  
7 education teacher's class size roll.
- 8 d. **Grading** - The District and the Association agree that grading should be a collaborative effort between  
9 the special education teacher and the general education teacher for students with special needs who  
10 are participating in general education. Grades are based on the criteria established in the IEP. When a  
11 student receives instruction in the regular classroom while also receiving support from a special  
12 education teacher, the regular classroom teacher will work with that special education teacher to  
13 determine the appropriate grade for the student based on ability, achievement, and the differential  
14 standards that were applied. The grade will be the result of a collaborative effort of both instructors.

15 **Section 24.9 – Impact of Special Education Population General Education Classrooms** The District and the  
16 Association support successful placement of special education students in general education classrooms, and  
17 recognize the impact on the workload of classroom teachers. The principal shall assign students in such a way to  
18 minimize the impact and equalize student load.

19 **Section 24.10 – Collaboration** The District and the Association agree that collaboration and planning between  
20 general education and special education teachers is essential to effectively meet the needs of students with  
21 special needs. It is also understood by both parties that the needs of students with disabilities cannot be met  
22 without proper collaboration. Special education teachers shall be provided time to meet collaboration  
23 requirements.

24 **Section 24.11 – Classroom Supplies** All special education teachers shall have the same access to classroom  
25 supplies as the general education classroom teacher. Special education teachers shall also have equal access to  
26 curricular materials and technology. Curriculum materials include but are not limited to student textbooks,  
27 teacher manuals, and any other supplemental materials provided to general education classroom teachers.

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1 **ARTICLE 25 OTHER PROGRAMS**

2 **Section 25.1. Summer School**

3 a. **Posting** – The District shall follow current contract language outlined in Article 12, Section 12.4.

4 b. **Selection** – Applications will be solicited from both currently employed District personnel and non-  
5 District personnel; however, District personnel will be given priority where qualified as determined by  
6 the District. Selection shall be related to course offerings and successful teaching experience.

7 Summer school contracts are issued subject to student enrollment and may be revoked if enrollment is  
8 decreased from original registration or if anticipated enrollment does not materialize.

9 Where applications for Summer School are in excess of the number of positions to be filled, the  
10 following list of criteria shall be used for selection:

- 11 1. Applicant must be legally qualified for the position.
- 12 2. Applicant regularly employed at the level under consideration shall have preference.
- 13 3. Applicant with major or minor field shall have preference.
- 14 4. Applicant applying for summer position, the same as his or her regular position, shall have  
15 preference.

16 Selection processes shall take place at least annually offering Summer School based on the above-stated  
17 criteria.

18 All unit members making application for a position shall be given the opportunity to interview, unless  
19 the interviewing administrator is from the unit member’s own site.

20 All unit members who have made application and are selected according to the prioritized criteria listed  
21 above shall be hired and placed prior to the placement of any non-bargaining unit members.

22 All Summer School applicants will fill out the in-house application form, which shall be available at each  
23 site, by the posted deadline.

24 c. **Pay** – The current Summer School hourly rate of pay will be increased by the same percentage increase  
25 applied to all other salary schedules (Appendix I).

26 d. **Preparation Time** – Unit members participating in Summer School shall be paid at the current Summer  
27 School hourly rate of pay for a minimum of thirty (30) minutes of preparation time for each four (4)  
28 hours of instructional time completed. Passing periods, nutrition breaks or breaks of any type shall not  
29 be counted as preparation time for pay purposes.

30 e. **Class Size/Enrollment** – Class sizes are to be adjusted no later than the fourth (4<sup>th</sup>) student attendance  
31 day of the summer session.

32 The District is not obligated to maintain a class when average enrollment drops below fifteen (15)  
33 students over the term of the session.

34 Due to the remedial nature of mandated Summer School programs, the District shall attempt to staff

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

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

9 **Section 25.2. Intensive Instructional Programs (IIP)**

- 10 a. **Posting** – The District shall post IIP positions at least annually and follow current contract language  
11 outlined in Article 12, Section 12.4.

12 The District and the Association acknowledge that program offerings and design may vary from site to  
13 site.

- 14 b. **Selection** – Unit members who are interested in teaching in the Intensive Instructional Program shall  
15 annually complete the appropriate in-house application form available at each site. The principal shall  
16 review the requests. Unit members who are on-site staff members, shall not be required to complete  
17 an interview for the assignment, however, if a unit member is off-site, then the principal may require an  
18 interview. Assignments shall be made by the principal.

19 Where applications for IIP are in excess of the number of positions to be filled, the following list of  
20 criteria shall be used for selection:

- 21 1. Applicant must be legally qualified for the position.
- 22 2. Applicant regularly employed at the level under consideration shall have preference.
- 23 3. Applicant with major or minor field shall have preference.
- 24 4. Applicant applying for IIP position, the same as his or her regular position, shall have preference.

25 All unit members who have made application and are selected according to the list above shall be hired  
26 and placed prior to the placement of any non-bargaining unit members.

- 27 c. **Pay** – The current Hourly Teaching and Tutoring Assignments rate of pay will be paid to unit members  
28 participating in IIP. This rate of pay will be increased by the same percentage increase applied to all  
29 other salary schedules (Appendix I).

- 30 d. **Preparation Time** – Unit members shall be paid the equivalent of the current ratio of preparation time  
31 as practiced in Summer School, which calculates to be thirty (30) minutes of preparation time for four  
32 (4) hours of Intensive Instruction teaching.

- 33 e. **Class Size/Enrollment** – Class sizes are to be adjusted no later than the fourth (4<sup>th</sup>) student attendance  
34 day of the IIP session.

1 The District is not obligated to maintain a class when average enrollment drops below fifteen (15)  
2 students over the term of the session. Maximum of 25:1 (no more than 25 students per every 1  
3 teacher)

4 f. **Training** – The District may make available to teachers selected to participate in IIP up to four (4) hours  
5 of annual training/planning. If participants are required to attend, they will be compensated for up to a  
6 total of four (4) hours using the current Hourly Teaching and tutoring Assignments rate of pay. If the  
7 unit member is trained during working hours, then the unit member shall receive release time from the  
8 present work assignment. The Association shall be provided the opportunity to consult on the training  
9 curriculum on an annual basis.

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1 **ARTICLE 26 COMPLETION OF MEET AND NEGOTIATION**

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

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

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

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1 **ARTICLE 27 SUPPORT OF AGREEMENT**

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

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1 **ARTICLE 28 EFFECT OF AGREEMENT**

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

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1 **ARTICLE 29 SAVINGS**

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

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1 **APPENDIX I (Continued)**

2 **Provisions and Requirements Related to Salary Schedule**

3 **A. Credit for Teaching or Other Certificated Service**

- 4 1. Credit may be allowed for acceptable certificated service in public schools, accredited private  
5 schools, or recognized colleges outside the District up to a maximum of eight (8) years effective  
6 July 1, 2000. In order for the service to be counted as one (1) year, the certificated employee  
7 must have served at least 75% of the unit member's work year. Service credit will not be applied  
8 until a basic credential has been earned and within the time lines set forth in Appendix I, Section  
9 B.
- 10 2. First year teachers in the District employed to teach vocational education classes, will be given up  
11 to five (5) years credit on the salary schedule for acceptable experience in industry.
- 12 3. Vocational Education teachers new to the District are placed on the appropriate step of Column II  
13 of the certificated salary schedule at the appropriate step based upon acceptable service credit.  
14 Horizontal movement is permitted upon the completion of upper division or graduate units  
15 according to the adopted schedule.

16 **B. Classification Placement**

- 17 1. Each employee shall place on file in the District Human Resources Office, a transcript of college  
18 work within 60 calendar days of the date of hire for placement on the salary schedule for the first  
19 year of employment. Degrees earned shall be posted on a transcript. Salary adjustment for  
20 college units or degrees earned shall be made two times a year. For transcripts or grade cards  
21 submitted by November 1, placement on the salary schedule shall be adjusted retroactively to the  
22 beginning of the duty year. For transcripts or grade cards submitted by March 1, placement on  
23 the salary schedule shall be adjusted as of mid year. Transcripts or grade cards submitted after  
24 March 1 will be applied at the beginning of the next school year. Changes in salary placement  
25 shall be made only two times a year as described herein, provided the employee strictly complies  
26 with all time deadlines set forth herein.
- 27 2. When an employee has qualified for placement on a higher column due to education, the  
28 employee shall be allowed all years of service and transferred to the proper step of the new  
29 column.
- 30 3. College work taken for advancement must be upper division or graduate work from a college or  
31 university recognized by the American Council on Education. Prior approval from the Human  
32 Resources Office must be secured before enrollment in lower division courses that are intended to  
33 apply toward advancement on the salary schedule.
- 34 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.

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1 **APPENDIX II**

2 **A. Ratio Schedule for Non-Teaching Assignments**

- 3 1. Non-teaching personnel listed below shall have salaries determined by applying a ratio to the  
 4 certificated salary schedule under regulations as adopted by the Board of Education. Such ratios  
 5 shall reflect additional time and responsibility required to perform the duties of the position.
- 6 2. Placement of applicants presently employed by the Colton Joint Unified School District will be on  
 7 actual step multiplied by the ratio. For individuals newly employed by the District, credit may be  
 8 allowed for acceptable certificated service in public schools, accredited private schools, or  
 9 recognized colleges outside the District up to a maximum of eight (8) years. In order for the  
 10 service to be counted as one (1) year, the certificated employee must have served at least 75% of  
 11 the unit member’s work year.
- 12 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         | 192          | 8             | 1.14  |
| ❖ # Athletic Director         | 192          | 8             | 1.14  |
| * Activities Director/Teacher | 192          | 8             | 1.14  |
| * Athletic Director/Teacher   | 192          | 8             | 1.14  |
| Counselor, EL                 | 195          | 7.25          | 1.11  |
| Counselor, Elementary         | 183          | 7.25          | 1.03  |
| Counselor, Middle School      | 188          | 7.25          | 1.06  |
| Counselor, High School        | 195          | 7.25          | 1.11  |
| Counselor, Mental Health      | 183          | 7.25          | 1.03  |
| Head Counselor, High School   | 195          | 7.25          | 1.15  |
| Counselor, Student Services   | 195          | 7.25          | 1.11  |
| Curriculum Program Specialist | 195          | 8             | 1.15  |
| Librarians                    | 188          | 7.25          | 1.06  |
| Nurse                         | 195          | 7.25          | 1.065 |
| Psychologist - 195            | 195          | 8             | 1.15  |
| Psychologist - 206            | 206          | 8             | 1.214 |
| Speech Therapist - 183        | 183          | 7.25          | 1.03  |
| Speech Therapist - 195        | 195          | 7.25          | 1.065 |
| Teacher on Assignment         | 183          | 7.25          | ---   |

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

3 # Should the District decide to combine the positions of Athletic Director and Activities Director, the days of  
4 duty shall be 192 (8 hour days) and shall have ratio of 1.14. A unit member working such a position shall teach  
5 one (1) period of "Leadership", have two periods for directing athletic, and have three (3) periods for directing  
6 student activities.

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

- 11 1. Grades 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>.
- 12 2. A site enrollment minimum of 1850.
- 13 3. The school supports league play in:
  - 14 a. Baseball – Varsity, JV
  - 15 b. Basketball, Boys – Varsity, JV
  - 16 c. Basketball, Girls – Varsity, JV
  - 17 d. Football – Varsity, JV Frosh
  - 18 e. Soccer
  - 19 f. Softball – Varsity, JV
  - 20 g. Swimming
  - 21 h. Track & Field
  - 22 i. Tennis
  - 23 j. Volleyball
  - 24 k. Wrestling

25 Only teachers assigned a full teaching schedule on a daily basis shall have a duty-free preparation period.

26 (per Article 8, Section 8.6)

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1 **APPENDIX III**

2 **A. Extra Duty and Miscellaneous** (Effective 7/1/2020)

3 **Stipends** **Per Year**

|   |                               |            |
|---|-------------------------------|------------|
| 4 | 1. Special Education Teachers | \$1,027    |
| 5 | 2. Earned Doctorate           | \$1,320    |
| 6 | 3. School Psychologist        | \$15,000 * |
| 7 | 4. Speech Therapists          | \$10,000*  |

8  
9 \* The District shall not be required to allocate funds for the stipend as set forth in this Appendix. The stipend is  
10 not subject to increases applied to the Certificated Unit Member Salary Schedule

11 **Hourly** **Per Hour**

|    |  |           |
|----|--|-----------|
| 12 | 1. Adult Education                         | \$44.28   |
| 13 | 2. Home Teachers                           | \$44.28   |
| 14 | 3. Intensive Instruction Teacher           | \$44.28   |
| 15 | 4. Summer School Teachers                  | \$44.28   |
| 16 | 5. Hourly Teaching and Tutoring Assignment | \$44.28   |
| 17 | 6. Extra Duty Assignments                  | \$25.00++ |

18 ++Negotiated rate; not subject to 2% increase effective July 1, 2020

|    |   |  |
|----|---|--|
| 19 | 7. Classroom Supervision (1/5 of Substitute Teacher Daily Rate as listed in Section 8.13)   |  |
| 20 | 8. Elementary Sub Rate: (Daily substitute rate as listed in Section 8.13, divided by number of teachers<br>21 assigned extra students.) |  |

22 **\*Department Chairpersons** **Per Year**

|    |                                |         |
|----|--------------------------------|---------|
| 23 | 6 to 10 periods in department  | \$1,020 |
| 24 | 11 to 19 periods in department | \$1,565 |
| 25 | 20 to 45 periods in department | \$2,271 |
| 26 | 46 plus periods in department  | \$2,782 |

27 \*Increase Department Chairpersons' responsibilities by attending Freshman Orientation and the Award  
28 Recognition Ceremony. Chairpersons shall submit all paperwork as per site administrator's request in a timely  
29 manner, including coordination of testing, integrated department curriculum, department budget and orders,  
30 and increase staffing recommendations.

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1 **APPENDIX IV**

2 **A. Coaching/Activity Pay – Senior Comprehensive High School Unless Otherwise Noted**

3 (effective 7/1/20)

**BASEBALL**

|                 |         |
|-----------------|---------|
| Head Varsity    | \$4,350 |
| Head J.V.       | \$3,385 |
| Head Frosh/Soph | \$3,385 |
| Assistant       | \$2,901 |

**SOCCER**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

**BASKETBALL**

|                 |         |
|-----------------|---------|
| Head Varsity    | \$4,350 |
| Head J.V.       | \$3,385 |
| Head Frosh/Soph | \$3,385 |
| Assistant       | \$2,901 |

**SOFTBALL**

|                 |         |
|-----------------|---------|
| Head Varsity    | \$4,350 |
| Head J.V.       | \$3,385 |
| Head Frosh/Soph | \$3,385 |
| Assistant       | \$2,901 |

**CHEER TRADITIONAL**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Assistant    | \$2,901 |

**SWIMMING**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

**CHEER COMPETITION**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Assistant    | \$2,901 |

**TENNIS**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

**CROSS COUNTRY**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

**TRACK**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

**FOOTBALL**

|                      |         |
|----------------------|---------|
| Head Varsity         | \$5,315 |
| Assistant Varsity    | \$3,385 |
| Head J.V.            | \$3,385 |
| Assistant J.V.       | \$2,901 |
| Head Frosh/Soph      | \$3,385 |
| Assistant Frosh/Soph | \$2,901 |
| Head Spring          | \$1,083 |
| Assistant Spring     | \$724   |

**VOLLEYBALL**

|                 |         |
|-----------------|---------|
| Head Varsity    | \$4,350 |
| Head J.V.       | \$3,385 |
| Head Frosh/Soph | \$3,385 |
| Assistant       | \$2,901 |

**WATER POLO**

|                 |         |
|-----------------|---------|
| Head Frosh/Soph | \$3,385 |
|-----------------|---------|

**WRESTLING**

|              |         |
|--------------|---------|
| Head Varsity | \$4,350 |
| Head J.V.    | \$3,385 |
| Assistant    | \$2,901 |

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

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

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

12  
13 **EXTRA ACTIVITIES**

(effective 7/1/20)

|    |                                    |                              |
|----|------------------------------------|------------------------------|
| 14 | Band Director                      | \$5,315                      |
| 15 | Choral Director                    | 2,901                        |
| 16 | Band Assistant                     | 3,870                        |
| 17 | Pep Squad Director                 | 3,870                        |
| 18 | Ass't Pep Squad Director           | 2,901                        |
| 19 | Newspaper Advisor                  | 2,901                        |
| 20 | Annual Advisor (Sr High)           | 2,901                        |
| 21 | Annual Advisor (Middle Sch)        | 1,446                        |
| 22 | Play Director/ Technical Director: |                              |
| 23 | 2 Major Productions                | 1,692 each                   |
| 24 | 2 Minor Productions                | 724 each                     |
| 25 | Stage Director                     | 724 each for all Productions |
| 26 | Academic Decathlon                 | 1,692                        |
| 27 | College Bowl                       | 1,446                        |
| 28 | Mock Trial                         | 1,446                        |
| 29 | Speech and Debate                  | 1,692                        |

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1 **APPENDIX V**

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

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1 **APPENDIX VI**

2 The Association and the District agree that this Agreement is in effect from July 1, 2018 through June 30, 2021.

3 The Association and the District shall have the right to two reopeners for the 2019 - 2020 school year. The  
4 District and the Association agree that Article 7: Wages and Health and Welfare Benefits automatically opens in  
5 the 2019 - 2020 school year.

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1 **APPENDIX VII**

2 Medical and dental rates for: 2021-2022

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| Coverage  | Kaiser 6<br>HMO<br>Monthly<br>Rates (12) | Kaiser 12<br>HMO<br>Monthly<br>Rates (12) | Blue<br>Shield Trio<br>HMO<br>Monthly<br>Rates<br>(12)<br>w/VSP | Blue<br>Shield<br>Access<br>HMO<br>Monthly<br>Rates (12)<br>w/VSP | Blue<br>Shield<br>PPO<br>Monthly<br>Rates (12)<br>w/VSP | Blue<br>Shield<br>PPO<br>Monthly<br>Rates<br>(12)<br>Tandem<br>w/VSP | Delta<br>PPO<br>Monthly<br>Rates<br>(12) | DeltaCare<br>USA<br>(HMO)<br>Rates (12) |
|-----------|--|---|---|---|---|--|--|---|
| Single    | \$826.33                                 | \$755.38                                  | \$540.07  | \$611.25  | \$1,064.34  | \$1,004.45   | \$62.22                                  | \$26.37                                 |
| Two-party | \$1,637.20                               | \$1,495.31                                | \$945.45  | \$1,071.70  | \$1,915.13  | \$1,809.19   | \$105.77                                 | \$46.63                                 |
| Family    | \$2,310.23                               | \$2,109.46                                | \$1,431.96  | \$1,624.29  | \$2,936.45  | \$2,761.25   | \$161.76                                 | \$50.69                                 |
| Composite | \$1,722.55                               | \$1,573.18                                | \$1,121.53  | \$1,271.70  | \$2,288.01  | \$2,288.01   | \$122.92                                 | \$33.79                                 |

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