MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLTON JOINT UNIFIED SCHOOL DISTRICT
AND THE ASSOCIATION OF COLTON EDUCATORS

This Memorandum of Understanding ("MOU") between the Colton Joint Unified School District ("District") and the Association of Colton Educators ("ACE"), (collectively, "The Parties"), is entered into for the purpose of memorializing expectations for The College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement the District has entered into with San Bernardino Community College District (SBCCD) as of July 1, 2023.

WHEREAS, the District and the Association are parties to a collective bargaining agreement ("CBA") that establishes terms and conditions of employment for unit members; and

WHEREAS, the District and SBCCD entered into the CCAP Agreement "for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288" and codified in EC 76004; and

WHEREAS, the District wishes to make the CCAP an ongoing part of the CJUSD educational program; and

WHEREAS, the Association has identified portions of the CCAP Agreement that are relevant to Association unit members (see Appendix attached to this MOU) and that will impact the working conditions of Association unit members; and

WHEREAS, the District's CCAP agreement with SBCCD references use of District guidance counselors and District facilities and materials; and

WHEREAS, the District and the Association (collectively, "The Parties") enter into this memorandum of understanding to set the clarity of expectations regarding the CCAP Agreement; and

NOW, THEREFORE, the Parties agree as follows regarding any work or situation related to the CCAP Agreement:

1. Association unit members' work may not be directed by SBCCD, only by District administrators, and only as allowable by the Parties' CBA and this MOU. In the CCAP Agreement, the District has agreed to appoint an "educational administrator" who shall be the administrator directing the work of Association unit members in the CCAP program.

2. The District shall request volunteers to take on the work (outside their regular work hours) necessary to support the CCAP agreement. This work shall be part of the

employee's assignment and not additional work added to a regular assignment, nor shall current work be shifted to existing workloads.

a. The SBCCD may provide training for Association unit members. This training should be coordinated by and facilitated by the educational administrator referenced in Section 1 of this MOU. Any training or meeting after the employees' regular workday will be compensated at each employee's extra duty rate.
b. The District shall provide the personnel to support (clerical, custodial, etc.) staff as needed.
c. If no members volunteer for the assignment, the District must use the Transfer/Assignment language in the CBA to fill the necessary positions.
d. Any work necessary to be done outside of the regular workday shall be on a voluntary basis and shall be compensated at each employee's extra duty rate.
e. Any work required to be done outside of the regular workday shall be compensated at each employee's extra duty rate.

3. Any Association unit members working partly or fully with the CCAP program will have the same contractual work hours and days as described in the CBA for other similar unit members (ie. Counselors to counselors, teachers to teachers, etc.).

4. Teachers of CCAP courses will be employees of the SBCCD and follow that employer's policies and procedures, hours, and duties.
    a. A CJUSD employee who is teaching a CCAP course will be under separate SBCCD employment and compensation.

5. No teaching assignment agreement or course agreement will be reached between the District and the SBCCD that will displace any current Association unit members or lead to a reduction in courses offered by current Association unit members. There will be no reduction in Association bargaining unit staff as a result of the CCAP Agreement.

6. Whenever scheduling makes it possible, the CCAP classes will take place in non-used spaces or classrooms that are not being utilized by other teachers during the regular school day. If classrooms that are being used during the regular school day are needed to accommodate the CCAP classes, teachers will be asked if they are willing to volunteer their assigned classrooms for such use.
    a. If no teachers are willing to volunteer their assigned classroom for use, the District will select classrooms for use based on drawing lots. No science labs or art/music classrooms/auditoriums will be used by CCAP classes during the 2025-26 school year.
    b. Any teacher whose assigned classroom is used by CCAP classes will be provided an alternate location, upon request, to work (planning, grading, etc.) or meet with students during the time of displacement.

c. Other than classroom furniture, including whiteboards, no materials in a classroom may be used by the CCAP program other than those provided as part of the Program.
d. Any teacher whose assigned classrooms are used for CCAP will be reimbursed for any damages or losses of personal property and replaced for district property, upon proof of loss, caused by the CCAP classes.

7. No Association unit member will be required or allowed to include CCAP class grades to a student's CJUSD courses grades.

8. No Association unit member will be assessed or evaluated by the SBCCD supervisor/administrators, SBCCD teachers, or CCAP students. Any work done by an Association unit member for the CCAP program shall not be considered in any evaluation for that unit member.
9. Twice annually (October and March), the Association shall be provided with following information:
    a. The number of students participating in the CCAP program,
    b. The number of past students continuing to participate in the CCAP program,
    c. And the graduation rates for students participating in the CCAP program.

10. The CCAP Agreement does not take precedence over the CBA between the District and Association. The CCAP Agreement must adhere to the Parties' CBA.

11. The Association and the District will meet by March of each year of the CCAP Agreement to determine if there are issues that must be resolved or negotiated. Either Party can determine that need and require negotiations. Should an issue arise prior to March, either Party can compel the other Party to meet.

12. This Agreement is for the 2025-26 CJUSD School Year and expires on June 30, 2026.

Cristina Puraci
DATE 5/8/25
President
Association of Colton Educators

5/8/25
Brandon Dade
DATE
Assistant Superintendent, Educational Services
Colton Joint Unified School District

Appendix

Relevant portions from the COLLEGE AND CAREER ACCESS PATHWAYS: A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2023-2024

"WHEREAS, SBCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288" (Education Code 76004)

"The term of this CCAP Agreement shall begin on July 1, 2023,"

"The SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT."

"9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards."

"9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SBCCD policy and COLLEGE procedures and academic standards."

"9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary."

"9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses."

"9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws."

"10.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT(S) students enrolled in community college course(s) under this CCAP Agreement. SCHOOL DISTRICT shall not receive a state allowance or

apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)"

"11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2(i)."

"11.7 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)"

"12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement."

"15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SBCCD or students. SCHOOL DISTRICT agree to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes."

"15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement."