

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 CJUSD Adult Education.

WHEREAS, the Colton Joint Unified School District (“District”) and the Association of Colton Educators (“Association”) are parties to a collective bargaining agreement (“Agreement”) that establishes terms and conditions of employment for unit members; and

Whereas, the District and the Association (collectively, “The Parties”) enter into this memorandum of understanding in fulfillment and set clarity of expectations regarding Evaluation Procedures for Adult Education Certificated Staff.

NOW, THEREFORE, the parties agree as follows:

- A. Section 25.3 – Adult Education, section 25.3b states that Selection – All certificated unit members employed by the District are eligible and may apply for Adult Education assignments for which they are qualified. Qualified applicants shall be given the opportunity to be interviewed for Adult Education positions prior to the District hiring outside applicants. Employment in Adult Education is subject to student enrollment and may be revoked if enrollment is decreased from original registrations or if anticipated enrollment does not materialize. Additionally, as this is an extra duty assignment, teachers are subject to release in the same manner as any other extra duty assignment.
- B. While certificated unit members are serving in Extra-Duty Adult Education certificated assignments, that extra-duty assignment is considered a non-permanent assignment.

Evaluation Procedures:

- 1. Evaluation: Certificated staff will be evaluated using existing language as set forth in the current collective bargaining agreement, Article 10: Evaluation Procedures.
- 2. According to section 10.1, The District is responsible for the evaluation assessment of the performance of each unit member, subject to the procedural requirements.

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

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

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

1) The California Standards for Teaching Profession including District Standard 7 – Professional Duties and Responsibilities.

2) The evaluatee's job description for Adult Education Teacher.

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

3. The evaluatee shall also be provided copies of and time to review the Article 25: Other Programs, Section 25.3 Adult Education as part of the formal written notification of evaluation process.
4. 10.1.c.2.b – The Adult Education Teacher job description is part of this article.
5. 10.1.d states that an initial conference shall be held prior to the end of forty (40) instructional days from the beginning of the unit member's school year/initial track between the prime evaluator and evaluatee. The initial conference may include, but is not limited to the following:
 - a. 10.1.d.1 - Standards and elements as set forth in the California Standards for the Teaching Profession including District Standard 7 – Profession Duties and Responsibilities.
 - b. 10.1.d.2 - The evaluation procedures and District forms that will be used.
 - c. 10.1.e - A unit member shall not be required to complete or submit additional documentation, including portfolios or notebooks, as evidence of how they intend to, or have met each standard. Unit members may choose to provide additional documentation of evidence of meeting the elements of the standard.
 - d. 10.1.f - The evaluation process may be conducted by an administrator to whom the unit member is directly responsible or, upon mutual agreement, by another District Administrator. The unit member shall submit a written

request for an alternate evaluator to Human Resources by the tenth (10) working days after receiving the initial notice of evaluation. If mutual agreement is not reached, the ACE President and the Director of Human Resources shall make the decision. By mutual consent, the evaluative procedure may be delegated from the prime evaluator. The newly delegated evaluator is ultimately responsible for the final written evaluation summary, which must bear that person's signature. The newly delegated evaluator may consult with the site administrator prior to completing the final evaluation summary.

- e. 10.1.g - A unit member shall not be required to participate in the evaluation of other unit members.
- f. 10.1.h - For purposes of this Article, the unit member shall determine the lesson plan format. Lesson plans shall include objectives/content standards, activities, and a method of checking for student understanding.
- g. 10.1.i - Non-permanent unit members may be required to turn in lesson plans on a weekly basis. The unit member shall determine the day on which they shall submit their plans. Permanent unit members shall only be required to have current weekly lesson plans available in their classroom

- 6. For a non-permanent unit member who has been employed in their adult education assignment for two consecutive years, and who has been evaluated in those years and successfully met or exceeded adult education standards for both years, the adult education evaluation cycle shall be reduced to one written evaluation per school year, using the process described herein.
- 7. This MOU expires on June 30, 2027. All parties agree to meet in the event there are any material changes put forth by the LEA or the California Department of Education.


Cristina Puraci, ACE President

Date 9/17/25


Brandon Dade,
CJUSD Assistant Superintendent,
Human Resources

Date 9/17/25