

TAD
5/22/17

District Counter 2
May 25, 2017
2017-2018 Negotiations

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
4 be 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.
6 a duty-free lunch break of not less than thirty (30) minutes, and c. scheduled recess times included
7 within their regular workday shall be made on a fair and equitable basis. All other unit members shall
8 have a duty-free lunch period of not less than thirty (30) minutes, and will schedule their work time,
9 including 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,
11 four (4) 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
13 work location and responsible for instructional and other assigned duties unless specifically excused by the
14 site administrator. Specific duty hours and schedule of assignments of unit members will be established by
15 the site 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 two (2) hours per month, as may be required by the Administration, for
18 the purpose of holding meetings and in-service for the 20176 - 20187 school year. Said
19 meetings shall not exceed more than sixty (60) minutes beyond the normal seven and one quarter
20 (7¼) hours duty day. Meetings shall be scheduled five days in advance unless an emergency
21 exists that precludes the notice. Absent an emergency, the principal shall not schedule a staff
22 meeting after the duty day on Open House or Back to School nights.

23 b. On days when unit members are scheduled to work, but students are not scheduled to be present
24 and 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
26 lunch.

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

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

11 Lesson plans shall include:

12 a) Learning Objective

13 b) Learning Activities

14 c) A method of checking for student understanding

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

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

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

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

27 g. Supervision:

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- 1 1. The principal or designee of a site may assign a unit member to classroom supervision
2 duties for one or more periods during the duty day.
- 3 2. Prior to making such assignment, volunteers will be encouraged. If no volunteers are
4 found, the principal will assign one supervision to those teachers who have two or more
5 conference periods in a day. Then assignments will be made from the rest of the
6 certificated staff on a fair, equitable basis. A written record will be maintained and made
7 available, when requested by a unit member, of each assignment, indicating those who
8 volunteer. All sites shall attempt to maintain a volunteer list.
- 9 3. Each unit member assigned to take another unit member's duties must complete a time
10 sheet for each assignment. Said time sheet will be the authorization for payment for the
11 duty.
- 12 4. Payment for the assigned supervision will be at the rate of 1/5 of substitute teacher's pay
13 listed in Section 8.13.
- 14 5. When a unit member is absent for less than an entire class period, the amount paid the
15 unit member to substitute is to be prorated.
- 16 6. If elementary unit members are required to take students assigned to other unit members
17 because the District cannot provide a substitute teacher, the site administrator shall make
18 every effort to assign these students amongst the teachers closest to that grade level.
19 Those teachers shall be compensated based on the substitute teacher's pay listed in
20 Section 8.13. The formula is as follows: Substitute rate divided by number of teachers
21 assigned extra students.

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

26 The site administrator shall meet with his/her staff, or with staff representatives for the purpose of
27 consultation on the number and type of extracurricular events to occur during the year unless an

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

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

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

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

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

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

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|----|-----------------|--------|
| 26 | TK/Kindergarten | 36,000 |
| 27 | Grades 1 – 3: | 50,400 |

1 Grades 4 – 6: 54,000
 2 Grades 7 – 8: 54,000
 3 Grades 9 – 12: 64,800

4 Washington School: Six (6) hours per day (30 hours per week)

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

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

11 **Section 8.9 - Scheduled Work Days.** ~~- Commencing with the 2016 – 2017 school year t~~ The number of
 12 scheduled workdays for unit members shall be increased by two days:

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

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

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

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

- 16 a. Unit members required to travel to more than one school during a day shall be allowed adequate
17 time between the end of one assignment and the beginning of the next assignment at a different
18 site.
- 19 b. Psychologists, counselors, nurses and speech therapists shall be assigned to no more than three
20 (3) school sites whenever possible.
- 21 c. Unit members who are psychologists, nurses, speech and hearing therapists and counselors, shall
22 be provided a work space that is private, quiet, well lit and has proper ventilation, heating and
23 cooling. They shall also be provided with a secure file cabinet, storage space for materials and
24 access to a private telephone.

25 **Section 8.13 - Substitute Options.** Unit members not scheduled to work at the time will be permitted but
26 not required to substitute for other unit members. Substitutes will be called from a list constructed by the
27 District giving priority to unit members not scheduled to work expressing a desire to be included on the list.

1 The District will attempt to assign year-round school off-track unit members not scheduled to work as
2 substitutes to the site where they are currently assigned at a rate of \$145.00.

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

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

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

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

19 Unit members required to travel from classroom to classroom at the same site may request a cart for
20 transporting their material.

21 **Section 8.17 – Preparation Days – Prior to the Beginning of the School Year**

22 Prior to the beginning of each school year, the District and/or site administrators will hold no more than one
23 (1) hour total of meetings over the preparation day (non-student attendance day) for schools with one (1)
24 beginning of the school year teacher preparation day; four (4) hours total of meetings over the preparation
25 days (non-student attendance days) for schools with two (2) beginning of the school year teacher
26 preparation days; and six (6) hours total of meetings over the preparation days (non-student attendance
27 days) for schools with three (3) beginning of the school year teacher preparation days. A non-student

1 attendance day is a day where no students are present on site for instructional purposes.

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4 // Tentative Agreement reached for Article 8 on May 25, 2017

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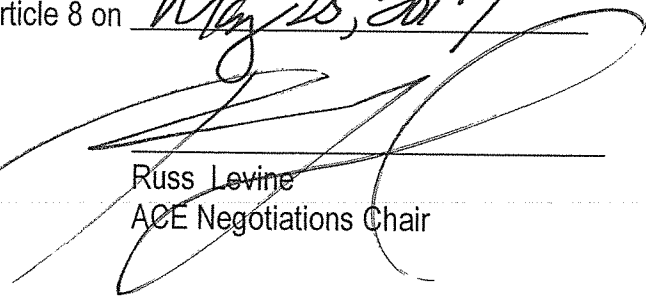
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