

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: collaboration, assessment, planning,  
28 selecting, and preparing materials for instruction; receiving and evaluating work of pupils; conferring  
29 and counseling with pupils, parents, staff, and administrators; keeping records; supervising aides as  
30 assigned; attending departmental and grade level meetings; participating in approved professional  
31 activities relating to the unit member's assignment; and assuming responsibility for the proper use and  
32 control of District property, materials, supplies, and equipment; supervising pupils; serving on  
33 committees providing advice and service to the District; and participating in approved staff development  
34 programs.

- 35 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(s) based on content standards and CA ELD standards used in tandem
- 3 (when English learners are rostered)
- 4 b) Learning Activities
- 5 c) A method of checking for student understanding

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

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

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

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

18 g. Supervision:

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

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

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

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

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

33 6. If elementary unit members are required to take students assigned to other unit members  
34 because the District cannot provide a substitute teacher, the site administrator shall make every  
35 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

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

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

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

6 **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

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

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

14 **Section 8.11 - Work Year - (Emergency Language).** In case of an emergency, which would result in failure to  
15 comply with State minimums required by Education Code Section 46201, the District will apply for a waiver. If

1 the waiver is denied, the District has the right to require sufficient additional workdays at no additional cost to  
2 the District to meet minimum State requirements. If possible, the first day used for emergency would be the  
3 second semester conference day. The second choice would be the last certificated duty day

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

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

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

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

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

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

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

33 **Section 8.17 – Preparation Days – Prior to the Beginning of the School Year:** Prior to the beginning of each  
34 school year, the District and/or site administrators will hold no more than one (1) hour total of meetings over  
35 the preparation day (non-student attendance day) for schools with one (1) beginning of the school year teacher

1 preparation day; four (4) hours total of meetings over the preparation days (non-student attendance days) for  
2 schools with two (2) beginning of the school year teacher preparation days; and six (6) hours total of meetings  
3 over the preparation days (non-student attendance days) for schools with three (3) beginning of the school year  
4 teacher preparation days. A non-student attendance day is a day where no students are present on site for  
5 instructional purposes.

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