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**ARTICLE V**

**Days and Hours of Employment**

**A. WORK YEAR:**

1. **Child Development Center Teachers.** The work year for Child Development Center teachers shall be one of the following:

a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). Teachers who have a twelve (12) month assignment work two hundred forty seven (247) days. The thirteen (13) district holidays are unpaid. Teachers who have a twelve (12) month assignment also accrue twenty (20) vacation days during each fiscal year. Salary placements to employees in a twelve (12) month assignment are prorated over 12.0 pay periods.

b. **Ten Month Assignment:**

(1) **Abbreviated Traditional Calendar Assignment** (California Preschool Teachers). Teachers who have a ten (10) month traditional assignment annually work one hundred seventy-seven (177) days. Salary payments to employees in a ten (10) month assignment are prorated over 10.0 pay periods.

2. **Head Start Program Teachers.** The work year for Head Start teachers shall be one of the following:

a. **Twelve Month Assignment** (fiscal year July 1 to June 30 inclusive). Head Start teachers who have a twelve (12) month assignment work two hundred forty-seven (247) days. The thirteen (13) district holidays are unpaid. Teachers who have a twelve (12) month assignment also accrue twenty (20) vacation days during each fiscal year. Salary payments to employees in a twelve (12) month assignment are prorated over 12.0 pay periods.

b. **Eleven Month Assignment** (198 Day Employees). Head Start teachers who have a eleven (11) month assignment annually work one hundred ninety eight (198) days. Salary payments to employees in a eleven (11) month assignment are prorated over 11.0 pay periods.

**B. HOLIDAYS.** The District agrees to grant all twelve (12) month and eleven (11) month employees in paid status those legal and Board-designated holidays which occur during calendar year.

1. Legal non-paid holidays shall include Independence Day, Admission Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents' Day, and Memorial Day.

2. In addition, the District agrees to grant two (2) non-paid holidays to be designated by the Board of Education. One of these holidays shall be the Friday following Thanksgiving Day.
3. The District reserves the right to designate additional non-paid holidays and agrees that the number of non-paid legal and designated holidays for twelve (12) month employees in paid status shall not total fewer than thirteen (13).
4. Eleven (11) month and ten month employees shall be scheduled for recess periods during winter and spring in conformity with the K-12 school session calendar.
5. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a legal holiday falls on Sunday, the following Monday shall be observed as a holiday.
6. The CDC and Head Start programs shall not be in operation on a day that has been declared a holiday by the Board of Education.
7. Consistent with the above provisions, the date of each holiday shall be set forth in the calendar (see Appendix A).

C. **WORK WEEK AND WORKDAY:**

**Child Development Center Employees.** The work week and workday for Child Development Center teachers shall be as follows:

1. Full-time CDC teachers shall be employed for eight (8) hours a day, inclusive of thirty (30) minute duty-free lunch period, preparation time, and breaks. The teacher shall have three hundred (300) minutes of program preparation per week as directed by the coordinating teacher for purposes approved by the CDC manager.  
  
During the program preparation, the teacher shall be in such physical proximity to the children that his/her presence may be applied to the state-mandated teacher-child ratio. In addition, the teacher shall have a duty-free fifteen (15) minute rest break for each four (4) hour period worked. Exceptions shall be allowed for field trip days and emergencies as determined by the coordinating teacher.
2. Teachers working an eight (8) hour split-shift (two separate shifts at one or more site) do not have a thirty (30) minute paid lunch period nor is travel between sites accomplished on duty time. Teachers working an eight (8) hour split-shift assignment receive one additional amount (Schedule H).
3. Part-time employees shall work the number of hours specified in their employment contracts. Any employee working four (4) hours or more shall have a fifteen (15) minute break for each four (4) hours of employment and a planning period prorated

1 from the three hundred (300) minutes per week of a full-time employee in ratio to the  
2 number of hours employed. During the program preparation period, the teacher shall  
3 be in such physical proximity to the children that his/her presence may be applied to  
4 the state-mandated teacher-child ratio. Any teacher working a six (6) hour day shall  
5 have a thirty (30) minute duty-free lunch period included within the six (6) hour day.  
6

- 7 4. The work schedule in each center shall be prepared by the Coordinating Teacher in  
8 consultation with the teaching staff and approved by the CDC program manager  
9 responsible for the site. The Coordinating Teacher shall include provision for make-  
10 up time in the schedule if the major portion of a teacher's rest break, lunch period or  
11 program preparation period is interrupted by unanticipated activities related to the  
12 site program.  
13
- 14 5. Coordinating Teacher duties will be mutually agreed upon by Coordinating  
15 Teacher/Program Coordinator and the Director.  
16
- 17 6. Coordinating Teacher assignments at more than two sites with more than three  
18 programs will not be scheduled without first consulting with the Association  
19 regarding the necessity for such assignment.  
20

21 D. **VACATIONS.** Twelve (12) month employees accumulate earned vacation at the rate of  
22 .081 hours for each paid hour of service - approximately twenty (20) days per year. In  
23 computation of the amount of vacation earned, leaves of absence with pay are not considered  
24 as breaks in service.  
25

- 26 1. Earned vacation may be taken after three (3) calendar months following the date of  
27 first service.  
28
- 29 2. Employees are permitted to carry forward to the next fiscal year not more than one-  
30 half of a year's earned vacation.  
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- 32 3. **Vacation Schedules:**  
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  - 34 a. Vacation schedules for CDC teachers shall be arranged in advance by the  
35 Coordinating Teacher with the approval of the appropriate CDC manager  
36 after consultation with affected employees. Vacation requests should be  
37 submitted to the CDC manager at least two (2) weeks prior to the date of  
38 absence.  
39
  - 40 b. For Head Start teachers vacation schedules shall be arranged in advance with the  
41 approval of the appropriate manager after consultation with affected employees.  
42 Vacation requests should be submitted to the manager at least two (2) weeks  
43 prior to the date of absence.  
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1 E. **REQUIRED MEETINGS:**

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3 1. **Required Meetings for Child Development Center Teachers:**

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5 a. Unless required to meet state licensing mandates, employees shall be in paid  
6 duty status to attend any meetings, workshops, or activities required of the  
7 employee by CDC management outside their scheduled work time.  
8 Employees shall be notified of required meetings, workshops, or activities by  
9 CDC management.

10  
11 b. Twice per month during the school year and once per month during the  
12 summer, there shall be, on paid duty time, a site planning session for available  
13 certificated staff. The opening meeting and professional development days  
14 shall be approximately eight hours or less in length. Meetings shall be  
15 scheduled for a maximum of two (2) hours. Such meetings shall be scheduled  
16 upon request of the site staff and upon approval, as to scheduling, by the CDC  
17 manager.

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19 2. **Required Meetings for Head Start Teachers:**

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21 a. Unless required to meet state licensing mandates, employees shall be in paid  
22 duty status to attend any meetings, workshops, or activities required of the  
23 employee by Head Start management outside their schedule work time.  
24 Employees shall be notified of required meetings, workshops, or activities by  
25 Head Start management.

26  
27 b. Site planning meetings will take place weekly and Center team meetings take  
28 place monthly. Classroom and site meetings may take place as requested by  
29 the Head Teacher, or Early Learning Center Manager.

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31 F. **EXTENDED SERVICE:**

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33 1. With approval of the appropriate CDC or Head Start manager, contract teachers may  
34 have work hours extended beyond the contract hours to meet mandated teacher/child  
35 ratios or program needs. Teachers whose hours have been extended beyond an eight  
36 (8) hour workday will be compensated at time and one-half compensating time and  
37 this time will be taken within a year from the date compensating time was accrued.  
38 Use of compensating time will be scheduled at a time when the needs of the District  
39 will be least affected and is mutually agreeable to both the teacher and the  
40 coordinating teacher. It is the responsibility of both the teacher who has accrued  
41 compensating time and the coordinating teacher to agree on dates when this time may  
42 be used sufficiently early to allow management to make scheduling adjustments  
43 which shall minimize the impact on the program. Such accrued compensating time  
44 shall not be carried over from one work year to the next. Twelve month four (4) hour  
45 contract teachers will receive compensation at the regular contract hourly rate but not  
46 less than the CDC/Head Start long- term substitute hourly rate. This Section shall

1 not apply to compensation rates for contract teachers who are voluntarily substituting  
2 for other teachers.

- 3  
4 2. When a twelve (12) month contract teacher's workday is extended for a  
5 predetermined period of one week or more, additional sick leave to be used only  
6 during periods of substituting and/or extended service will accrue at the regular rate  
7 beginning with the first day of the extended service. In addition, accrued hourly sick  
8 leave may be used in the event of absence during the time employees work an  
9 extended workday over a predetermined period of one week or more. Vacation hours  
10 accrued during regular contract status may also be used while the employee is  
11 working an extended workday.

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13 G. **INTERSESSION SUBSTITUTE SERVICE.** Employees are eligible to apply to substitute  
14 during their recess periods. When serving as a substitute teacher at any Educare, Head  
15 Start or CDC site other than the site to which they are regularly assigned, they shall be  
16 paid as per Schedule O. When serving as a substitute teacher at the site to which they are  
17 regularly assigned, they shall be paid at a premium rate.

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19 H. **DAYS AND HOURS ISSUES UNIQUE TO HEAD START:**

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21 1. The traditional work year for Head Start employees will be 198 days.  
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23 2. Full-time Head Start teachers are employed for eight (8) hours a day, including  
24 preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period.  
25 The teacher shall have a minimum of one hundred and fifty (150) minutes of program  
26 preparation per week as directed by the center manager.  
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28 3. With the approval of the Head Teacher and the Head Start Director, teachers whose  
29 hours have been extended beyond an eight (8) hour workday normally will be  
30 scheduled for compensating time off on the next student-free day.

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32 I. **Instructional Aides:**

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34 1. Currently the assignment of instructional aides is a District responsibility; and the  
35 evaluating of such aides is a teacher responsibility.  
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37 2. CDC and Head start programs will continue to comply with the law governing adult-  
38 to-student ratios. Housekeepers and/or student aides/interns will continue to be  
39 excluded from the ratio.  
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