

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) **Ten Month Assignment: Traditional Calendar Assignment** (California Preschool Teachers). Teachers who have a ten (10) month traditional assignment annually work one hundred eighty-four (184) days. Salary payments to employees in this ten (10) month assignment are prorated over 10.5 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.

1 3. **Mandated Training**
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3 Each fall, all bargaining unit members shall complete Annual Mandated Training
 4 within the timeline established by the District. The District will reserve four (4) hours
 5 of required meeting time established under Article V (A)(4) and/or Article V9B)
 6 (pupil free days) to complete Annual Mandated Training. TALB and the District
 7 agree to meet and negotiate immediately if Annual Mandate Training exceeds four
 8 (4) hours.
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10 B. **HOLIDAYS.** The District agrees to grant all twelve (12) month and eleven (11) month
 11 employees in paid status those legal and Board-designated holidays which occur during
 12 calendar year.
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14 1. Legal non-paid holidays shall include Independence Day, Admission Day, Labor
 15 Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin
 16 Luther King Jr. Day, Lincoln Day, Presidents' Day, Memorial Day and Juneteenth.
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18 2. In addition, the District agrees to grant two (2) non-paid holidays to be designated by
 19 the Board of Education. One of these holidays shall be the Friday following
 20 Thanksgiving Day.
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22 3. The District reserves the right to designate additional non-paid holidays and agrees
 23 that the number of non-paid legal and designated holidays for twelve (12) month
 24 employees in paid status shall not total fewer than thirteen (13).
 25

26 4. Eleven (11) month and ten-month employees shall be scheduled for recess periods
 27 during winter and spring in conformity with the K-12 school session calendar.
 28

29 5. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a
 30 holiday. When a legal holiday falls on Sunday, the following Monday shall be
 31 observed as a holiday.
 32

33 6. The CDC and Head Start programs shall not be in operation on a day that has been
 34 declared a holiday by the Board of Education.
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36 7. Consistent with the above provisions, the date of each holiday shall be set forth in the
 37 calendar (see Appendix A).
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39 C. **WORK WEEK AND WORKDAY:**
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41 **Child Development Center Employees.** The work week and workday for Child
 42 Development Center teachers shall be as follows:
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44 1. Full-time CDC teachers shall be employed for eight (8) hours a day, inclusive of
 45 thirty (30) minute duty-free lunch period, preparation time, and breaks. The teacher

1 shall have three hundred (300) minutes of program preparation per week as directed
 2 by the coordinating teacher for purposes approved by the CDC manager.
 3

4 During the program preparation, the teacher shall be in such physical proximity to
 5 the children that his/her presence may be applied to the state-mandated teacher-child
 6 ratio. In addition, the teacher shall have a duty-free fifteen (15) minute rest break for
 7 each four (4) hour period worked. Exceptions shall be allowed for field trip days and
 8 emergencies as determined by the coordinating teacher.
 9

10 2. Teachers working an eight (8) hour split-shift (two separate shifts at one or more site)
 11 do not have a thirty (30) minute paid lunch period nor is travel between sites
 12 accomplished on duty time. Teachers working an eight (8) hour split-shift
 13 assignment receive one additional amount (Schedule H).
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15 3. Part-time employees shall work the number of hours specified in their employment
 16 contracts. Any employee working four (4) hours or more shall have a fifteen (15)
 17 minute break for each four (4) hours of employment and a planning period prorated
 18 from the three hundred (300) minutes per week of a full-time employee in ratio to the
 19 number of hours employed. During the program preparation period, the teacher shall
 20 be in such physical proximity to the children that his/her presence may be applied to
 21 the state-mandated teacher-child ratio. Reasonable effort will be made to schedule
 22 planning periods in time blocks of one-half hour or longer. Any teacher working a
 23 six (6) hour day shall have a thirty (30) minute duty-free lunch period included within
 24 the six (6) hour day.
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26 4. The work schedule in each center shall be prepared by the Coordinating Teacher in
 27 consultation with the teaching staff and approved by the CDC program manager
 28 responsible for the site. The Coordinating Teacher shall include provision for make-
 29 up time in the schedule if the major portion of a teacher's rest break, lunch period or
 30 program preparation period is interrupted by unanticipated activities related to the
 31 site program.
 32

33 5. Coordinating Teacher duties will be mutually agreed upon by Coordinating
 34 Teacher/Program Coordinator and the Director.
 35

36 6. Coordinating Teacher assignments at more than two sites with more than three
 37 programs will not be scheduled without first consulting with the Association
 38 regarding the necessity for such assignment.
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40 D. **VACATIONS.** Twelve (12) month employees accumulate earned vacation at the rate of
 41 .081 hours for each paid hour of service - approximately twenty (20) days per year. In
 42 computation of the amount of vacation earned, leaves of absence with pay are not considered
 43 as breaks in service.
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45 1. Earned vacation may be taken after three (3) calendar months following the date of
 46 first service.

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2 2. Employees are permitted to carry forward to the next fiscal year not more than one-
3 half of a year's earned vacation.

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5 3. **Vacation Schedules:**

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7 a. Vacation schedules for CDC teachers shall be arranged in advance by the
8 Coordinating Teacher with the approval of the appropriate CDC manager
9 after consultation with affected employees. Vacation requests should be
10 submitted to the CDC manager at least two (2) weeks prior to the date of
11 absence.

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13 b. For Head Start teachers vacation schedules shall be arranged in advance with the
14 approval of the appropriate manager after consultation with affected employees.
15 Vacation requests should be submitted to the manager at least two (2) weeks
16 prior to the date of absence.

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18 E. **REQUIRED MEETINGS:**

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

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

27
28 b. Twice per month during the school year and once per month during the
29 summer, there shall be, on paid duty time, a site planning session for available
30 certificated staff. The opening meeting and professional development days
31 shall be approximately eight hours or less in length. Meetings shall be
32 scheduled for a maximum of two (2) hours. Such meetings shall be scheduled
33 upon request of the site staff and upon approval, as to scheduling, by the CDC
34 manager.

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

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38 a. Unless required to meet state licensing mandates, employees shall be in paid
39 duty status to attend any meetings, workshops, or activities required of the
40 employee by Head Start management outside their schedule work time.
41 Employees shall be notified of required meetings, workshops, or activities by
42 Head Start management.

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44 b. Site planning meetings will take place weekly and Center team meetings take
45 place monthly. Classroom and site meetings may take place as requested by
46 the Head Teacher, or Early Learning Center Manager.

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2 **F. EXTENDED SERVICE:**
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- 4 1. With approval of the appropriate CDC or Head Start manager, contract teachers may
5 have work hours extended beyond the contract hours to meet mandated teacher/child
6 ratios or program needs. Teachers whose hours have been extended beyond an eight
7 (8) hour workday will be compensated at time and one-half compensating time and
8 this time will be taken within a year from the date compensating time was accrued.
9 Use of compensating time will be scheduled at a time when the needs of the District
10 will be least affected and is mutually agreeable to both the teacher and the
11 coordinating teacher. It is the responsibility of both the teacher who has accrued
12 compensating time and the coordinating teacher to agree on dates when this time may
13 be used sufficiently early to allow management to make scheduling adjustments
14 which shall minimize the impact on the program. Such accrued compensating time
15 shall not be carried over from one work year to the next. Twelve-month four (4) hour
16 contract teachers will receive compensation at the regular contract hourly rate but not
17 less than the CDC/Head Start long- term substitute hourly rate. This Section shall
18 not apply to compensation rates for contract teachers who are voluntarily substituting
19 for other teachers.
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- 21 2. When a twelve (12) month contract teacher's workday is extended for a
22 predetermined period of one week or more, additional sick leave to be used only
23 during periods of substituting and/or extended service will accrue at the regular rate
24 beginning with the first day of the extended service. In addition, accrued hourly sick
25 leave may be used in the event of absence during the time employees work an
26 extended workday over a predetermined period of one week or more. Vacation hours
27 accrued during regular contract status may also be used while the employee is
28 working an extended workday.
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- 30 **G. INTERSESSION SUBSTITUTE SERVICE.** Employees are eligible to substitute
31 during their recess periods. When serving as a substitute teacher at any Educare, Head Start
32 or CDC site other than the site to which they are regularly assigned, they shall be paid as per
33 Schedule O. When serving as a substitute teacher at the site to which they are regularly
34 assigned, they shall be paid at a premium rate.
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36 **H. DAYS AND HOURS ISSUES UNIQUE TO HEAD START:**
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- 38 1. The traditional work year for Head Start employees will be 198 days.
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- 40 2. Full-time Head Start teachers are employed for eight (8) hours a day, including
41 preparation time and breaks, exclusive of a thirty (30) minute duty-free lunch period.
42 The teacher shall have a minimum of one hundred and fifty (150) minutes of program
43 preparation per week as directed by the center manager.
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3. With the approval of the Head Teacher and the Head Start Director, teachers whose hours have been extended beyond an eight (8) hour workday normally will be scheduled for compensating time off on the next student-free day.

I. Instructional Aides:

1. Currently the assignment of instructional aides is a District responsibility; and the evaluating of such aides is a teacher responsibility.

2. CDC and Head start programs will continue to comply with the law governing adult-to-student ratios. Housekeepers and/or student aides/interns will continue to be excluded from the ratio.