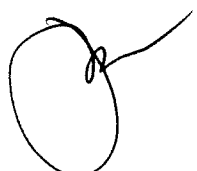


Tentative Agreement  
April 17, 2009  
2:00 p.m.

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## ARTICLE XVI

### ~~Children's Services~~ *Child Development Programs*

16.1 The provisions of this Article shall apply to unit members assigned to ***Child Development Program positions, including*** ECP permit teachers, inclusion ECP permit teachers, children's center permit teachers, school age/~~child care~~/~~latch~~ key permit teachers, ***and site supervisors.***

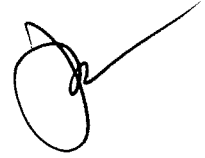
16.1.1 ~~Children's Services~~ ***Child Development Program*** unit member's hours shall ***comply with State and Federal statutes*** ~~vary between four (4) and eight (8) hours depending upon the number of students enrolled.~~ ***ECP unit members will work the same schedule and calendar as the regular education teacher workday at their site. A full time assignment for Child Development Program unit members is eight (8) hours, inclusive of two fifteen (15) minute breaks and a thirty (30) minute duty-free lunch. Part time unit members shall be paid prorata of a full time salary in the same ratio as the hours in their assignment bears to eight (8). The six (6) hour day for Child Development Program unit members will include one fifteen (15) minute physical relief break and a thirty (30) minute duty free lunch. Child Development unit members working a four (4) hour day will receive one fifteen (15) minute physical relief break.***

~~16.1.2 Children's Services unit members shall have an uninterrupted lunch break of thirty (30) minutes. A physical relief break shall be provided within each three (3) hour block of time.~~

16.1.3 ***It is the District's intent*** to minimize the use of split shifts. It is understood that the minimizing of split shifts is not to involve additional costs or unnecessarily reduce the number of hours of ~~Children's Centers~~ ***Child Development Program*** unit members.

16.1.4 Whenever it is necessary to reduce the number of hours of ~~Children's Services~~ ***Child Development Program*** unit members, those unit members assigned the ~~greatest number of hours per day~~ ***and with the fewest*** number of years of teaching within the District shall have their hours reduced before those with a greater number of years of teaching with the District.

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16.1.5 Class size as it relates to ~~Children's Services~~ ***the Child Development Program*** shall be in accordance with guidelines established by the State, Federal and County regulations.

~~16.1.6 A full time assignment for Children's Services unit members is eight (8) hours. Part time unit members shall be paid a pro-ratio of a full time salary in the same ratio as the hours in their assignment bears to eight (8).~~

16.1.7 Full time ~~Children's Services~~ unit members shall accumulate sick leave on the basis of one day per month. ~~Children's Services~~ Unit members assigned less than full time accumulate sick leave on a prorated basis.

16.1.8 The Children's Centers and ~~Latch Key~~ ***School Age*** Sites shall be open for the number of days required by the State. The centers and sites shall be closed for the following twelve holiday observances:

- |                       |                            |
|-----------------------|----------------------------|
| Independence Day      | Christmas Day              |
| Labor Day             | New Year's Day             |
| Admission Day         | Martin Luther King Jr. Day |
| Veterans Day          | Lincoln's Day              |
| Thanksgiving Day      | President's Day            |
| And the day following | Memorial Day               |

16.1.8.1 Additional holidays may be observed in any given year in order to make the unit member work year conform to the number of days needed for the District to be in compliance with the State requirement; the preferences for observing additional holidays shall be the days adjacent to a recess period, or holiday observance.

16.1.8.2 If the State Children's Center requirement in any year is less than the District's 12-month employee work calendar, Children Center personnel shall work the same number of days as other 12-month employees in order to receive a full salary. The Children's Center employee will report for duty on the day that the Children's Centers are closed in order to meet the 12-month employee work calendar requirement, unless the District and employee mutually agree to a vacation day instead.

16.1.9 ~~The calendar for the Children's Services twelve (12) month program will reflect the state funded minimum number of days of operation for that year.~~ ***The work year for the ECP bargaining unit members shall be 186 days. Up to twelve (12) Children's***

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*Center permit teachers and all site supervisors shall be twelve (12) month employees and their work year shall consist of 247 days or the state-funded minimum number of days of operation for that year. All incumbent Children Center Permit Teachers shall be entitled to apply for the 12-month Children Center Permit Teacher positions referred to herein.* If additional days of operation are scheduled, the following procedure shall apply:

- 16.1.9.1 The District shall identify tentative assignment needs as early as possible.
- 16.1.9.2 The District shall solicit volunteers to fill assignments no later than twenty (20) work days prior to the effective date of the assignment.
- 16.1.9.3 Among volunteers ~~who are age-group-qualified (preschool/school-age) and with a~~ satisfactory *rating* evaluations for the *most recent evaluation* past three (3) years ~~(or for the length of District service if employed for less than 3 years)~~, the employee with the greatest District seniority shall be selected.
- 16.1.9.4 Employees selected for the assignments shall be notified no later than ten (10) working days prior to the effective date of the assignment.
- 16.1.9.5 Payment for such additional day(s) shall be at the unit member's daily rate of pay.
- 16.1.10 *Effective July 1, 2008, unit members who work twelve (12) months shall accrue one and two-thirds (1.67) vacation days for each month worked per year for a total of twenty (20) days per work year. ~~Vacation days for Children's Services unit members shall be taken at times mutually agreeable to the District and the unit member, depending on criteria and the District will attempt to honor a unit member's request for fifteen (15) consecutive days of vacation. Any unused vacation days shall accumulate from year to year, up to twenty (20) days. By the August 1<sup>st</sup> pay warrant each year, the District shall provide each unit member with a written statement of his/her total number of unused vacation days. Upon separation, any unused vacation days shall be paid based on the unit member's daily rate of pay. Teachers will submit a vacation plan to the Child Development~~*

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*Coordinator no later than forty-five (45) calendar days prior to the vacation. If two (2) or more unit members from the same site or two (2) or more site supervisors select overlapping vacation dates, then the Child Development Coordinator will approve vacation based on the needs of the program with consideration given to seniority.*

~~16.1.11~~ A teacher shall have access to information in a student's school records regarding specific behavior or medical conditions that may adversely affect a student's development; information shall be kept in strict confidence by the teacher.

16.1.12 When it becomes necessary to reassign a full time Children's Services *Child Development* unit member from one site to another site, then the full time unit member with the *fewest* number of years in the District at that site shall be reassigned prior to those with greater number of years of service to the District at that site.

16.1.13 The salary schedule for Children's Services *Child Development* unit members is attached as Appendix A.

16.1.13.1 Effective July 1, 1994 ~~2008~~, a designated Lead ~~Teacher at a latch key program site~~ *Site Supervisor* shall be paid a stipend of one percent ~~(1%)~~ *ratio of 1.15* above their placement on the basic *Children's Centers and Permit Teachers Monthly* salary schedule. Head Teachers in the ~~child care program shall be paid a stipend of three percent (3%) above their placement on the basic salary schedule.~~

16.1.13.2 Effective July 1, 1995, *if* a teacher in the District's Children's Services *Child Development* program is hired as a credentialed teacher in the District's ~~ECP~~ *K-12* program, he/she shall be allowed credit on the certificated salary schedule at the rate of one (1) year of credit for each two (2) years of full Children's Services *Child Development* program experience in the District if the experience was rendered prior to obtaining a Bachelor's Degree; services rendered after obtaining a Bachelor's Degree shall be credited on a year for year basis up to the maximum credit allowable.

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16.1.13.3 Effective July 1, 1995, A newly hired unit member who has previously worked on an hourly and/or substitute basis in the District's ~~Children's Services~~ **Child Development** Program and who is subsequently hired as a regular ~~Children's Services~~ **Child Development** Program teacher shall receive one (1) year of credit on the salary schedule, if the following conditions have been met:

16.1.13.3.1 Unit members assigned on a ten (10) month basis shall have worked ~~135~~ **140** days for at least six (6) hours per day; or

16.1.13.3.2 Unit members assigned on a twelve (12) month basis shall have worked 185 days for at least six (6) hours per day.

~~16.2~~ Child Development

~~The District and the Association will establish a subcommittee to the bargaining team that will review and recommend provisions regarding working conditions that are unique to Child Development certificated staff. The subcommittee will examine such issues as work year, vacation, the different categories of employees and the bargaining unit to which they belong, titles, supervision, and evaluation. The subcommittee will be composed of two Child Development teachers and a member of the Association bargaining team, plus up to three members chosen by the District. The subcommittee will make its recommendation to the parties for possible inclusion into the parties' Agreement. Except as set forth above, the subcommittee will determine its operating procedures.~~

16.2 *If a Children's Center permit teacher is required to remain at the site beyond contract hours due to the late pick up of students and the absence of the sites supervisor, he/she shall be paid at his/her prorata per diem rate of pay.*

16.3 *If all regular and cumulative sick leave has been exhausted and a Child Development unit member continues to be absent on account of illness or accident, the bargaining unit member shall be entitled to an additional period of one hundred (100) work days per each illness or accident. Compensation to the bargaining unit member for each of these one hundred (100) work days shall be at a rate that would have been paid to a Class I substitute. A bargaining unit member shall not be provided more than the one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period for the same illness is exhausted, the bargaining unit member may take the balance of the one hundred (100) day period during the*

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*subsequent school year. If a bargaining unit member, having exhausted all available sick leave, continues to be absent on account of illness or accident beyond the one hundred (100) day period and the bargaining unit member is not medically able to resume the duties of his/her position, the bargaining unit member, if not placed in another position, shall be placed on a reemployment list for a period of twenty-four (24) months (Probationary employee) or thirty-nine (39) months (Permanent employee). The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the one hundred (100) day period. When the bargaining unit member is medically able during the twenty-four (24) month or thirty-nine (39) month period, the bargaining unit member shall be returned to employment in a position for which he/she is credentialed and qualified.*

16.4 *A teacher shall have access to information in a student's school records regarding specific behavior or medical conditions that may adversely affect a student's development; information shall be kept in strict confidence by the teacher.*