ARTICLE 1- ADULT EDUCATION TEACHERS

- 1. The Fresno Unified School District shall employ only persons qualified as stipulated in the Education Code to teach in Adult Education.
- 2. Preference shall be given to qualified bargaining unit members currently employed by the District, with the following exceptions:
 - 2.1 The course content indicates need for an instructor who is currently practicing the skills being taught in the course content in his/her normal employment out of the field of public education.
 - 2.2 Such class has been/is initiated on a trial basis by District agreement with a prospective instructor. (This shall not be construed or administered so as to staff classes with normal and usual course contents with personnel other than district bargaining unit members.)
- 3. Adult School teachers are generally employed on a program need. Pay is at the yearly salary rate for full time teachers and hourly rate as reflected in the salary schedule for part time teachers. Full time and part time Adult School teachers shall be evaluated consistent with Article 16. annually during the first year of employment, and at least every other year thereafter by the Adult School principal or designee.
- 4. The District shall develop and maintain a record of adult school unit member employees, their assignments, employment relationship and tenure status, hours employed and potential compensation. Copies of this record shall be transmitted to the Association with the necessary data to maintain its duty of representation for these unit members.
- 5. Sick leave will be **granted based on Article 32.** accumulated at the rate of one hour for every 18 hours of paid employment. Sick Leave for full-time teachers shall be accumulated at one day per month of employment.
- 6. Classification of adult school teachers shall be as follows:

6.1 Permanent:

Thirty-Five (35) hours per week is a "full time" assignment. Teachers who meet the above criterion and who have completed two consecutive years in a full-time assignment and are in the third consecutive year of a full-time assignment are permanent. As complete school year requires service on 75% of the duty days (E.C. 44908).

6.2 Probationary

Teachers who meet the above criteria for permanency but have not yet satisfied the length of service are probationary.

- 6.3 Seniority. Seniority for full-time Adult School bargaining unit members begins with the first date of paid service in probationary status with the District.
- 6.4 Temporary
 - 6.4.1 Teachers working not more than 60% of the hours per week considered a full-time assignment as defined in section 10 are temporary regardless of length of service.
 - 6.4.2 Teachers who work in categorically funded programs are temporary regardless of length of service.

7. Work Year

- 7.1 The work year will consist of 196-185 days for teachers in open entry/open exit programs (including but not limited to the ABE-Adult Secondary Education (ASE) and ESL programs).
- 7.2 Based on program need, the District may designate a work year different than 496-185 days for teachers on special assignment, non-open entry/ open exit programs, or resource positions.
- 8. A summer school session will be offered. Teacher assignments will be offered at the same rate of pay as that of the regular session and will be assigned by program need.
- 9. All personnel shall assume the following professional responsibilities:
 - 9.1 Being on duty at instructional site before and after the instructional assignment
 - 9.2 Instructional planning, preparing lesson plans, preparing and selecting instructional materials
 - 9.3 Reviewing and evaluating the work of students
 - 9.4 Communicating and conferring with students, staff, and administrators
 - 9.5 Maintaining appropriate records
 - 9.6 Participating in professional activities
 - 9.7 Professional growth and otherwise keeping current with developments within their areas or subjects of assignment
 - 9.8 Assuming reasonable responsibility for the proper use and control of District property, equipment, material, and supplies

9.9 Attending faculty, departmental, professional learning, accountable communities shall be done consistent with article 20.

10. <u>Teaching Hours</u>

- 10.1 Full-time teachers: The Work Day for full-time classroom teachers shall be as follows:
 - 10.1.1 The Work Day shall be 420 minutes.
 - 10.1.2 Instructional time shall be 330 minutes per day (55 minutes of instruction for each clock hour).
 - 10.1.3 Preparation time including breaks shall be 60 minutes per day.
 - 10.1.4 The Work Day includes a 30minute duty free lunch.
- 10.2 Part-time teachers: The Work Day for part-time teachers shall be as follows:
 - 10.2.1 Instructional time shall be 55 minutes for each hour of pay.
 - 10.2.2 Preparation time including breaks shall be 10 minutes for each 55 minutes of instruction.
- 10.3 The District shall determine teacher schedule and location of assignment, including, but not limited to, split schedules and multi-site assignments based on seniority. Full time teachers shall be given priority to opt out of working a split schedule. Full time teachers who work a split schedule shall be given a 25% differential.
 - 10.3.1 Assignments based on seniority will be as follows:
 - 1. Non-split schedule, same site.
 - 2. Non-split schedule, multi-site.
 - 3. Split schedule, same site.
 - 4. Split schedule, multi-site.
- 11. If legislation passes which transfers adult education programs to other public agencies, FUSD will abide by legislation requirements as to determine employment rights of adult education teachers.

Salary

12.1 Adult Education Teachers will be on a different salary schedule effective July 1, 2016 and shall qualify for Additions to Placement on the Basic Schedule (MA, BA+90, Earned Doctorate and National Board Certification for Teachers