ARTICLE 21 – ADULT EDUCATION

21.1 Article 21 is established to consolidate specific language relevant to Adult Education teachers who are entitled to the protections of the Agreement as a whole.

21.2 Hours/Workday/Work Year

21.2.1 <u>Hours</u>: The number of hours a Member on salary schedule 4 works, may vary, but will not exceed forty (40) hours per week. Upon mutual agreement of the teacher and the program administrator, unique work schedules may be arranged (for example, four (4) days per week, ten (10) hours per day, split shifts, etc.).

21.2.2 <u>Work Day</u>

21.2.2.1 Preparation Time

Adult Education teachers who work at least thirty (30) hours per week will be assigned two (2) hours supervision-free prep time per week In addition, there will be thirty (30) hours of preparation time during the scheduled work year. Those who work twenty (20) or more hours per week, but less than thirty (30) hours per week, will be assigned one and a half (1.5) hours of supervision-free prep time per week. In the event teachers work less than 20 hours in a week, they shall receive one (1) hour of supervision-free prep time per week. These hours shall coincide with Adult Education report due dates.

21.2.2.2 Substituting

Adult Education teachers may be asked to serve as substitutes during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The substitute rate of pay is sixty dollars (\$60) per period. Members who serve as substitutes shall be paid the substitute rate of sixty dollars (\$60) per period.

21.2.2.3 <u>Reasonable Certificated Employees Duties</u>

Adult Education teachers may be asked to perform reasonable certificated employee duties during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The rate of pay will be the adopted noninstructional hourly pay rate of forty dollars (\$40). Adult Education teachers have the right of refusal to perform duties during their nonscheduled teaching time.

- 21.2.3 Days in Work Year
 - 21.2.3.1 Adult Education classroom teachers shall be required to work 186 days.
 - 21.2.3.2 Adult Education counselors will be required to work 198 days and the same hours as high school counselors.

21.3 Effects of Layoff

- 21.3.1 The layoff procedures in the Agreement apply only to Adult Education Members who work twenty (20) or more hours per week.
- 21.3.2 <u>Beginning of Service:</u> Classes that do not meet the enrollment requirements during the first three scheduled days of classes may be canceled during that time period. After the fourth day of scheduled classes no employee may be subject to layoff during the course of any quarter (nine-week period) excluding the summer school program, once said employee has begun their service for said quarter, period, or program, unless the average daily attendance of the class (classes) taught falls below an average of fifteen (15) students for a period of two (2).
- 21.3.3 The District may operate classes with lower enrollment/attendance figures at its discretion.
- 21.3.4 If a class is eliminated, the employee affected shall displace the least senior employee in the area of the displaced employee's credential(s).

21.4 Class Size

21.4.1 Maximum class size does not apply to Adult Education classes, except that when a class size exceeds the reasonable capacity of the classroom and/or exceeds a size that limits the quality of instruction, every effort will be made to reduce class size and/or open an additional section.

21.5 Salaries

21.5.1 Salary warrants shall be issued and payroll deductions forwarded in

accordance with pertinent Government Code Sections and Education Code Sections.

- 21.5.1.1 Adult Education Members who work up to twenty nine (29) hours per week shall be paid on the Adult Education hourly salary schedule (4B) in accordance with 21.9. Adult Education Members who work thirty (30) hours or more per week shall be paid on the Adult Education salary schedule (4A) in accordance with 21.9.
- 21.5.1.2 Adult Education teachers shall have the option of twelve (12) installments to be paid on the last working/business day of each month from August through July (including December).
- 21.5.1.3 When an Adult Education department or an Adult Education program reaches a minimum of one hundred ten (110) hours of instruction per week, the site administrator will select an Adult Education Department Chair following the process in Article 9.1. That Department Chair will receive a one thousand five hundred sixty one dollars (\$1,561.00) stipend per year.

21.5.2 <u>Master's Stipend:</u>

- 21.5.2.1 Each Member with a master's degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of two thousand dollars (\$2,000) if on Salary Schedule 4A. Members who attain a master's degree from such an accredited college or university shall be eligible to receive this stipend as follows: Only master's degrees completed prior to September 1, with written verification received by October 1, may be credited for that year's stipend.
- 21.5.2.2 Each Member with a Doctorate Degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of two thousand dollars (\$2,000) if on salary schedule 4A.
- 21.5.2.3 Each Member with a National Board Certification will receive an additional annual stipend of two thousand dollars (\$2,000).

21.5.3 Experience Credit

- 21.5.3.1 Adult Education teachers shall have a right to exchange one (1) year of contracted certificated experience in a public school district, or private school which requires possession of a teaching credential, for one step of advancement on the salary schedule.
- 21.5.3.2 When moving from the regular Adult Education teachers' schedule to the Adult Education counselor a Member shall receive year-for-year service credit.
- 21.5.3.3 <u>Additional Units of Credit/Professional Growth</u>: Article 13.4 is applicable.
- 21.5.3.4 All professional growth credit approved previous to passage of this contract will remain in effect for the career of the teacher.
- 21.6 Adult Education teachers will be exempt from participation in the Induction Program; unless required for credentialing purposes.
- 21.7 In implementing the Adult Education program, the District will comply with the California Education Code and other applicable laws and regulations.
- 21.8 <u>Salary Schedules:</u> The existing Adult Education salary schedules (4A and 4B) shall apply to all Adult Education Members.
- 21.9 Calendar
 - 21.9.1 Prior to the end of the year, site administrators shall ask each member to submit their preferred working hours for the following year.
 - 21.9.2 The District shall notify Adult Education teachers of tentative assignments by March 1. A member will be notified in writing within five (5) work days prior to the end of the school year or as soon as reasonably practicable of the member's permanent assignment. Should a scheduling or staffing change occur during the summer that necessitates a change in a member's announced assignment, the member shall be notified in writing as soon as the change is finalized.
- 21.10 Adult Educators Moving into K-12
 - 21.10.1 TRUSD Adult Education teachers who transfer into the K-12 program shall be given year-for-year credit on the salary schedule for experience as an Adult

Education teacher.

- 21.10.2 Transfer of adult educators to a K-12 program shall occur through the voluntary transfer procedure in the contract.
- 21.10.3 Current adult education teachers shall be given first consideration for all Adult Education teaching positions for which they are qualified.