

ARTICLE 22
SUMMER SCHOOL

22.1 The summer school program is a district-based program and is therefore independent of site-based programs.

22.2 TIMELINES

22.2.1 Summer school teaching positions shall be posted for a minimum of five (5) working days at locations where bargaining unit members work, and the District website. The postings will include site, subject or grade level, and closing date. The District may simultaneously recruit for the vacancy from any other source.

22.2.2 All summer school vacancies shall be posted no later than March 15.

22.2.3 Each bargaining unit member must submit an application for a summer school assignment to the Human Resources Department no later than the posted closing date.

22.2.4 Summer school assignments shall be made no later than the end of the workday nearest May 10.

22.2.4.1 Notification of assignment to summer school shall be provided to the bargaining unit member in writing and shall include the location of the assignment and the subject to be taught.

22.2.4.2 The district shall provide the association with a list of all applicants and the assignment of those tentatively selected for summer school employment at the time of offer. All data used for summer school selection will be made available to the association upon request.

22.3 WAGES

22.3.1 Each bargaining unit member who teaches summer school shall be paid the hourly and period substitution rate set forth in Appendix C of this collective bargaining agreement.

22.4 HOURS

22.4.1 The daily hours shall be determined by the District and the Association based upon the calendar.

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22.4.2 Each bargaining unit members shall be paid for instruction time and for one-half (1/2) hour preparation time per day.

22.5 SELECTION

22.5.1 Regularly employed bargaining unit members of the District shall be given preference over applicants outside the District for summer school placement.

22.5.2 Every person selected to teach summer school shall have the following:

22.5.2.1 A credential in good standing permitting the holder to teach the subject or students of the classes to which the person will be assigned in summer school.

22.5.2.2 A current overall evaluation of “proficient” or better.

22.5.3 Bargaining unit members shall be selected to teach summer school based upon the following priorities:

- 1. If selected to teach summer school and the class was closed, the unit member will be selected the following year.
- 2. No summer school assignment in past 3 years or more.
- 3. No summer school assignment in past 2 years.
- 4. No summer school assignment in the past year.

22.5.4 Tie-break criteria:

- (A) Recent experience in the subject or grade level
- (B) District seniority
- (C) Seniority ties will be broken with a coin flip

22.5.5 Cancellation of an Assignment

22.5.5.1 Prior to the end of the fourth (4th) day of student attendance, a summer school assignment may be cancelled due to low enrollment numbers or program need.

22.5.5.2 If an assignment is cancelled, the bargaining unit member in the affected assignment with the lowest priority status under Section 22.5 shall lose the summer school assignment.

1 (A) If two (2) or more bargaining unit members have the same priority the
2 bargaining unit member with the lowest district seniority will lose the
3 assignment.

4 (B) The bargaining unit member will be paid as provided in this Article for
5 the time the bargaining unit member worked.

6 (C) In order to maintain a summer school position, a cancellation of an
7 assignment may result in a bargaining unit member being involuntarily
8 transferred to a different site.

9 (1) In the event that the bargaining unit member who has been
10 involuntarily transferred declines the modified assignment, the
11 assignment shall revert to the member who previously held the
12 position.

13 22.6 EMPLOYEE LEAVE DURING SUMMER SCHOOL

14 22.6.1 Bargaining unit members participating in the regular Summer School program will
15 be allocated one (1) day of sick leave for such employment, consistent with the
16 Summer School contractual agreements.

17 22.6.2 Bargaining unit members will be notified in advance of the following policy with
18 regard to the use of sick leave and personal necessity leave during the Summer
19 school program:

20 (A) Bargaining unit members will be allowed to use one (1) day of personal
21 necessity or sick leave during the Summer School program.

22 (B) If an illness or another emergency requires that a bargaining unit member is
23 absent for more than one (1) day, the absence will not be covered by paid
24 leave.

25 (C) Conference attendance will not normally be authorized during the Summer
26 School calendar periods for bargaining unit members in these programs
27 except under extraordinary circumstances with approval of the
28 Superintendent or Designee.

1 22.7 SHARED CONTRACTS

2 22.7.1 Bargaining unit members may share a contract for Summer School services if the
3 bargaining unit members obtain administrative approval for the shared contract in
4 advance of the start of summer school.

5 22.7.2 Bargaining unit members participating in a shared contract arrangement are
6 required to prorate the sick leave allocation and use.