

ARTICLE 27: SEVERABILITY

27.1 If any specific provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such specific provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 28: SUMMER SCHOOL EMPLOYMENT

28.1 Length of Program

28.1.1 In order to meet educational needs of the District, the summer school program at grade levels K-8 will consist of a four (4) hour daily program running for four (4) weeks. The high school program will consist of a four (4) hour daily program running for six (6) weeks or a 6 hour daily program running for 4 weeks to be determined by March 1st.

28.2 Pay Rate

28.2.1 The hourly rate for summer school will be based on the daily rate at Column 3, Step 10 of the teacher salary schedule. The pay calculation as of summer, 2007 is \$39.55/hour.

28.3 Employment Contracts

28.3.1 The summer school contracts will be signed prior to the start of summer school. If there are teachers who are hired after the start of summer school, their contract will be signed prior to their first day of work. The hours of summer school will be clearly delineated on the employment contract.

28.3.2 Employment as a summer school teacher is contingent upon state funding and sufficient enrollment. Should it be necessary to cancel classes prior to the end of the summer school program, the salary will be prorated accordingly.

28.4 Teacher Work Conditions

28.4.1 Teachers employed to work in the summer school program will have the following working conditions:

28.4.1.1 Teachers will be paid at the hourly rate for 4.5 hours per work day (4 hours teaching and .5 hours for prep).

28.4.1.2 Should the District choose to operate a six (6) hour daily program at the high school, teachers will be paid at the hourly rate for seven (7) hours per work day six (6) hours teaching and one (1) hour prep.).

28.4.1.3 Teachers will be paid for one 4.5 hour work day of preparation prior to the start of the program and one half day (2.25 hours) at the end of the program.

28.4.1.3.1 Should the District choose to operate a six (6) hour daily program, teachers will be paid for one seven (7) hour work day of preparation prior to the start of the program and one half-day (3.5 hours) at the end of the program.

28.4.1.4 Pay checks will be issued based upon actual time sheets.

28.4.1.5 The class size will average twenty-five (25) students at the elementary level (K-8) and average thirty (30) students at the high school level. If classes fall significantly below those numbers, the class may be cancelled and/or combined with another class. The summer school

principal will determine the staffing of the remaining class and the appropriate reduction in staffing. The criteria used to determine the staffing will include but not be limited to:

- 28.4.1.5.1 Preference to current district employees
 - 28.4.1.5.2 Possession of a currently valid preliminary or clear credential.
 - 28.4.1.5.3 Possession of one or more language certifications (e.g., English Language Authorization, LDS, CLAD, SB1969, SB 395, BCC, BCLAD)
 - 28.4.1.5.4 NCLB certification in the subject to be taught.
 - 28.4.1.5.5 Shared contracts may be awarded when necessary at the principal's discretion.
 - 28.4.1.5.6 The conditions in Article 14.10.2 will be followed.
 - 28.4.1.5.7 Possession of one or more language certifications (e.g., English Language Authorization , LDS, CLAD, SB1969, SB 395, BCC, BCLAD)
 - 28.4.1.5.8 NCLB certification in the subject to be taught.
 - 28.4.1.5.9 Shared contracts may be awarded when necessary at the principal's discretion.
 - 28.4.1.5.10 The conditions in Article 14.10.2 will be followed.
- 28.4.1.5 One day of sick leave is accrued and will be added to the employee's regular sick leave balance. If a teacher does not have enough sick leave time to cover absences, the absences will be deducted from the final summer school pay check.