ARTICLE XVII: SUMMER SESSION

17.1 Benefits

Benefits which are expressly provided by this article are the sole benefits to which members of the bargaining unit who are employed during the summer recess or for intersession programs are entitled; and, it is agreed that any benefit provided by State Law, District Policies, or Articles IV, V, VII, IX, XI, XIII, XIV, XV, XVI, and XX of this Agreement are not applicable to or provided for members of the bargaining unit employed during the summer recess.

17.2 Compensation

Members of the bargaining unit who are assigned to summer session, intersession, and extended year session shall be remunerated as provided in Article X, Section 10.5.

17.3 Hiring

Recommendations to fill summer school teaching positions will be made first from among the members of the regular staff who are qualified to teach the subjects offered and who have expressed a desire for such employment.

When it is not possible to fill positions in the above manner, applications from qualified credentialed personnel from outside the district will be considered.

In the event there are more qualified applicants than positions, the most competent will be recommended. Professional preparation and appropriate demonstrated successful experience will be used as indications of competency. All other things being equal, classroom teachers with the greatest length of Claremont Unified School District service in the subject area and/or grade level required by the summer school positions will be recommended with the following exception:
After two consecutive years of summer school employment, a classroom teacher's seniority rank will, for the third year only, drop below the ranks of those not employed for the two previous consecutive years. The classroom teacher will, however, retain his/her seniority rank among the others losing their seniority rank for the same year. After a classroom teacher loses his/her regular seniority rank for one year, and upon being employed for a summer school assignment, in the fourth or subsequent year, the three year cycle defined above will be reinitiated.

17.4 Leave Provisions

Members of the bargaining unit who are employed during the summer recess shall be entitled to the following leaves:

17.4.1 Illness or Injury Leave - Members of the bargaining unit employed during the summer recess or for intersession programs shall be entitled to take accrued illness or injury leave; however, such leave shall not accrue during the summer session. Credit for leave of absence must be accrued prior to taking such leave by the member. Pay for any such day of absence shall be the same as the pay which would have been received had the member served during the day. Such leave may not be taken on any day the member is not required to render service.

17.4.2 Industrial Accident and Illness Leave - Members of the bargaining unit employed during the summer recess or for intersession programs shall be entitled to the following leave on account of illness or accident which has qualified for workers' compensation benefits:

17.4.2a Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
17.4.2b Allowable leave shall not be accumulated from year to year.

17.4.2c Industrial accident or illness leave shall commence on the first day of the absence.

17.4.2d When said member is absent from his/her duties on account of an industrial accident or illness, the member shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment of not more than the member's full salary. The phrase "full salary" as utilized in this subparagraph shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section 17.4.2, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

17.4.2e Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

17.4.2f When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due for the same illness or injury. During any paid leave of absence, the member may endorse to the District the temporary disability indemnity checks received on account of an industrial accident or illness. The District in turn shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for the period covered by such salary warrants.
17.4.2g Any member of the bargaining unit receiving benefits as a result of
this section shall, during periods of injury or illness, remain within the State of
California unless the Superintendent of the Claremont Unified School District
authorizes travel outside of the State.

17.4.2h The District reserves the right to secure proof of industrial accident or
illness of any member of the bargaining unit. Before salary payments will be
made to a member absent because of industrial accident or illness, a report of
such accident or illness in the form prescribed by the District must be on file in
the office of the Business Manager and the injury or illness must have qualified
for workers' compensation benefits.

17.4.2i The District has the right to designate physicians and emergency
clinics who will be responsible for determining the length of time during which
the member will be temporarily unable to perform assigned duties, for
determining the degree to which a disability is attributable to the industrial
injury or illness involved, and for providing the treatment as required; however,
after thirty (30) days from the first date of injury or illness the member may
utilize the services of his/her own physician upon notification to the District. If
the member has notified the District in writing on the District form prior to the
date of injury that he/she wishes to be treated by the member's personal
physician, the member has the right to be treated by such physician from the
date of injury. The physician must be an M.D. who has previously treated the
member and retains the member's medical records and who is willing to treat a
workers' compensation injury per workers' compensation law, rules, and
regulations.
17.4.3 Leave of Absence Due to Death of Member of Immediate Family – A member of the bargaining unit who is employed by the Claremont Unified School District during the summer recess for five (5) days a week is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family.

No deduction shall be made from the salary of such member nor shall such leave be deducted from leave granted by other provisions of this Agreement. Pay for any such day of absence shall be the same as the pay which would have been received had the member served during the day. Members of the immediate family, as stated in this section means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative living in the immediate household of the employee.