14.10 Sabbatical Leave

Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment.

A maximum of two and one-half (2.5) percent of the prior academic year regular full-time bargaining unit members may be permitted sabbatical leaves each academic year. In determining the 2.5 percent, the District shall use the standard rounding rules to the nearest whole number. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

Faculty who are granted sabbatical leaves will not be eligible to retain any District assignment, unless it’s part of the sabbatical design.

If a regular faculty member receives an overall evaluation of “Needs Improvement” or “Unsatisfactory,” that faculty member will not be eligible for a sabbatical leave unless and until the faculty member’s evaluation has been determined to be satisfactory.

In the event that a sabbatical leave has been approved prior to the receipt of a “Needs Improvement” or “Unsatisfactory” evaluation, said sabbatical shall be revoked until the successful completion of a remedial/development plan and the faculty member’s evaluation has been determined to be satisfactory.

14.10.1 Application for sabbatical leaves will be made in writing using the appropriate form. By October 1 of the preceding academic year, the form will be sent to Human Resources to certify the employee has met the service requirements, is in good standing, and meets other contractual and legal conditions for the requested sabbatical. Upon certification by Human Resources, the form will be forwarded to the appropriate first-level manager who will determine whether the requested leave presents any major difficulties for the ongoing activity of the educational program. Upon recommendation by the first-level manager, the form will be forwarded to Faculty Senate by November 1. Faculty Senate will ensure the application has appropriate content and objectives that are likely to enhance professional development of the applicant and the educational program of the district. After Faculty Senate recommendation, the Chief Instructional Officer, through the superintendent/president, shall make a recommendation based on academic and professional criteria as agreed upon by Faculty Senate and the CIO, to the Governing Board.

14.10.2 The request for a single or multiple term, (not to exceed one (1) academic year) sabbatical leave as provided for in Section 14.10.7 shall be submitted to the Chief Instructional Officer or designee on or before January 15 of the preceding academic year.

14.10.3 If recommended applications exceed two and one-half (2.5) percent, first priority will be greater number of years of consecutive service without a sabbatical; second priority will be lesser number of previous sabbaticals; third priority will be seniority (based on seniority number).

14.10.4 The bargaining unit members' pay will be computed on the bargaining unit members' base salary on the appropriate contract/regular salary schedule.

14.10.5 One hundred (100) percent of the base salary for a single-semester sabbatical or eighty (80) percent of the base salary for a one(1)-year sabbatical will be paid.

14.10.6 The bargaining unit member must submit a detailed report of the activities during the leave. The report must be received by the Faculty Senate no later than Friday of the
fourth week of instruction, after the return to regular assignment, as shown on the current Academic Calendar. The report must be received by the Chief Instructional Officer no later than Friday of the eighth week of instruction. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in leave pay repayment to the District.

14.10.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three (3) year period. Faculty members applying for sabbatical leave must indicate at the time of application if the sabbatical leave is to be taken in separate units or for a continuous combined leave.

14.10.8 Every bargaining unit member, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the period of the leave in the employ of the Governing Board of the District after returning from the leave of absence.

14.10.9 The bargaining unit member shall be compensated while on sabbatical leave in the same manner as if the member was on duty in the District. The bargaining unit member shall provide the District with a suitable bond equal to the paid salary, fringe benefits, and retirement contribution. The bond shall indemnify the District against loss in the event the member fails to return to service for a period equal to twice the time on sabbatical leave or fails to comply with the provisions of the approved sabbatical plan. This bond shall be received by the Office of Human Resources no later than sixty (60) calendar days prior to the start of the sabbatical. Otherwise, the sabbatical is denied. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee. Should the faculty member not return to the District, not serve the requisite term after returning, or otherwise fail to fulfill the obligation, that person shall repay the District the full salary received while on sabbatical, plus fringe benefits and retirement contributions, paid by the District. Should the faculty member return for a portion of the required period, the repayment shall be reduced proportionately. The District shall waive repayment in the event that the failure by the faculty member to meet the obligation is caused by a mental or physical disability or by the death of the faculty member.

14.11 Military Leave

A military leave of absence will be granted to contract/regular bargaining unit members pursuant to the California Education Code. A copy of the official orders requiring the bargaining unit member to report to active duty shall be submitted promptly to the Office of Human Resources.

Under declaration of war or a declared presidential emergency, a contract/regular bargaining unit member who is granted military leave will earn service increments the same as if teaching. The contract/regular bargaining unit member shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (30) service days maximum in any fiscal year.