

## ARTICLE 13 - SABBATICAL LEAVES

### Section 1. Purpose

The District shall provide sabbatical leaves of absence for Full-Time Faculty Members for the purpose of professional development. ~~**Note: It is understood that there will be no sabbatical leaves granted for academic year 2021-2022 in case the District general fund budget is not fully funded. In the event funded COLA is greater than 0 sabbatical leaves will continue as planned.**~~

### Section 2. Eligibility

In order to apply for a sabbatical leave, the Faculty Member must have rendered full-time service requiring certification in the District for at least six (6) consecutive years immediately preceding the sabbatical leave. An approved leave of absence does not constitute a break in service but such period of time on such leave will not be counted as service rendered, except for service under a nationally recognized fellowship, or service for a foundation approved by the Board of Governors, as provided in Education Code Section 87768.

### Section 3. Limitation On Leaves Granted

No more than ~~twelve~~**eight** Full-Time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. Such sabbatical leaves are described in Section 4 of this Article.

### Section 4. Duration And Compensation

(a) Faculty Members employed on an academic-year basis granted sabbatical leave for one semester shall be paid one-half of the yearly contract salary during such semester leave. Faculty Members employed on a fiscal-year basis who are granted a one (1) semester sabbatical will continue to receive full contract salary during the period of such leave. Overload will not be calculated in the faculty member's contract year salary.

(b) Faculty Members granted sabbatical leaves for a period of one (1) academic year shall be paid one-half yearly contract salary for the academic year in which the sabbatical leave is taken. Faculty Members granted sabbatical leaves may, where it is appropriate for their programs of study, elect an academic-year sabbatical involving a fifty percent (50%) reduced load of service in the District. Faculty Members who choose this option shall continue to receive full-contract salary during the period of such leave.

(c) The District and Faculty Member on an academic year, half-pay sabbatical, may, at the Faculty Member's option, agree to make contributions to the State Teachers' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as necessary to pay the Faculty Member's 100% retirement.

(d) For Faculty Members employed on a fiscal-year basis, a one (1) semester sabbatical leave shall be for twenty (20) weeks, a one (1) academic year sabbatical leave shall be for forty (40) weeks.

(e) A Faculty Member who is granted a sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had the Faculty Member remained in active service.

(f) Faculty Members on sabbatical leave will be paid at the same intervals as they would for their normal pay period. The Faculty Member is responsible for making arrangements to receive the payments.

(g) Faculty Members on a full paid sabbatical whose leave includes working for another employer during the leave period will have the amount of any such compensation deducted from the Faculty Member's pay from the District, except for educational expense stipends and the continuation of pre-existing, part-time employment income.

(h) Faculty members on sabbatical leave will not be compensated for

additional service to the District. Exceptions may be granted under special circumstances at the request of the faculty member and upon prior approval of the appropriate Vice President.

(i) The Sabbatical Leave Committee shall develop and make available information regarding specific rights and responsibilities for unit members as provided in this contract and other applicable law.

#### Section 5. Criteria and Priority

Sabbatical leaves shall be granted only for study. A one (1) semester or, one (1) year sabbatical leave granted for the purpose of study shall meet one or more of the following conditions:

(a) Formal class work in pursuance of a degree in the applicant's discipline or to increase the applicant's proficiency in the applicant's teaching field to be six (6) graduate semester units or twelve (12) undergraduate semester units or an equivalent measured in quarter units.

(b) A foreign language Instructor's extended visit to the country in which the language the Instructor normally teaches, or will soon teach, is universally used; or an ESL Instructor's extended visit to a country in which the dominant language is also the native language of a substantial number of students in the College's ESL program.

(c) The writing of a textbook or other academic publication for which there is a commitment to publish extended by a District recognized publisher.

(d) The writing of code for computer software for instructional use. A description of the proposed software and its intended use shall be submitted in writing.

(e) Formal class work in pursuance of proficiency in a discipline other than the Faculty Member's instructional discipline, provided that the Vice President - Academic Affairs determines in advance that there is need of such supplemental study and approves the study program submitted by a Faculty Member.

(f) A program of independent study in the applicant's teaching field other than formal class work as described in subsection (a). Such program shall

be arranged through an educational or research foundation, government agency, an accredited institution of higher education, or a technical or business entity. It shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(g) A program of independent study for Instructors, which ~~program~~ shall be submitted in writing and shall be evaluated by the Sabbatical Leave Committee on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(h) Priority: If the number of applications exceeds the limitation of leaves to be granted as provided by Section 3, length of service with the District, or length of service since the Faculty Member's last sabbatical leave, as the case may be, will govern. If there is an equal period of service preference will first be given to applicants who have received no sabbatical leaves from the District. Any further selection will be made by drawing names.

#### Section 6. Service

Service with the District shall be defined as starting with the first-day-of-pay-service as a full-time certificated employee of the District. Service with the District for those who have been on sabbatical leave from the District shall start again with the first-day-of-pay-service upon returning from sabbatical leave. If two or more Faculty Members have equal service with the District and if one has reached the last-possible time to take a sabbatical leave as provided in Section 7 of this Article, the Faculty Member shall be given preference.

#### Section 7. Return To Service

(a) A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a period of service equal to two (2) academic years for an academic year sabbatical, two (2) semesters for one (1) semester sabbatical to the District after returning from the leave, unless released in writing by the District.

(b) The last-possible time for a Faculty Member to take a sabbatical leave will be such that the Faculty Member shall have the period set forth in subsection (a) remaining to serve the District as a regular (permanent) Faculty Member.

(c) Upon returning to service, the Faculty Member shall, unless an alternate agreement is made, be reinstated in a position equivalent in duties to that held by the Faculty Member at the time of granting of the leave.

#### Section 8. Payment Of Compensation

Compensation for the sabbatical leave shall be paid upon the return of the Faculty Member, as provided in Section 7, and submission of the Sabbatical Leave report, as provided in Section 10, unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event that the Faculty Member fails to render the agreed-upon period of service to the District after returning from the leave. A bond will be required, unless the District approves a leave of absence agreement in lieu of such bond. Failure to render the required service upon return from the sabbatical leave will render a payment to the District by the Faculty Member from the sum received proportionate to the time of failure to meet the service obligation to the District as provided in Section 7. For purposes of this Section, failure to receive credit for course work taken under Section 5(a) or 5(e) shall be considered "failure to render required service."

#### Section 9. Accident Or Illness

A serious accident or illness which interrupts the program of study, travel, or other approved purposes upon which a sabbatical leave has been granted, shall not jeopardize the fulfillment of such sabbatical nor affect the amount of compensation to be paid such Faculty Member under the terms of such sabbatical leave, provided evidence of such accident or illness satisfactory to the District is furnished by a registered letter mailed within fifteen (15) days after the accident or illness, unless prevented by extenuating circumstances.

If a unit member is unable to complete ~~their~~his/her Sabbatical Leave Agreement for any reason other than illness or injury, ~~he/she~~they must notify the District in writing as soon as possible. The Sabbatical Leave Committee will ~~recommend and determine the~~ appropriate course of action, by majority vote, to the Superintendent/President at that time.

#### Section 10H. Applications

(a) A request for sabbatical must include well defined goals and deliverables that explain how the sabbatical leave will promote innovative practices, positively impact historically minoritized students, or serve the broader community.

(b) Appropriate deadlines for application shall be set by the Sabbatical Leave Committee and announced to Faculty Members as soon as possible after the beginning of each fall semester. The Faculty Member shall submit a copy of the Faculty Member's application for sabbatical leave to the Faculty Member's appropriate Dean, as notice of the applicant's intention, for signature prior to submission to Academic Affairs.

(c) Should an applicant be denied for lack of a suitable plan, the applicant will be given an opportunity to improve the plan and resubmit the application within a period of one week from the date of notification that the plan is not acceptable.

(d) After the committee has awarded its sabbaticals each year, the committee will create and rank~~Besides the Full-Time Faculty Members who are allowed to be absent on sabbatical leaves of absence during one (1) year,~~ a list of faculty alternates from the applicant pool based on the provisions laid out in Section 5(h) of this article. These alternate applicants, whenever possible, will be awarded sabbaticals upon the approval of the Vice President of Academic Affairs in the event that a sabbatical awardee(s) can't/cannot take their sabbatical.~~will be established~~

~~each year to stand by in the event change of plans of applicants.~~

#### Section 1011. Report On Sabbatical

Each Faculty Member returning from sabbatical leave shall file a written report with the Sabbatical Leave Committee within six (6) weeks after the beginning of the subsequent semester, exclusive of the summer session and participate in a faculty forum on their sabbatical. The form of the report shall be planned in consultation with the Sabbatical Leave Committee before the leave is taken. **The written report will explain how the sabbatical will promote innovative practices, positively impact historically minoritized students, or serve the broader community.** When formal college credit has been earned during the sabbatical leave, an official transcript will also be required. Three (3) copies of the report shall be provided. The report must be typewritten and must consist of a minimum of three (3) pages, discussing in sufficient detail the sabbatical activities which will be ~~presented to~~**shared with** the Board of Trustees **at a regular Board meeting.** Failure to file the report by the due date will result in subsequent pay warrants being withheld until the report is received by the Sabbatical Leave Committee. Extension of the report due date may be granted at the discretion of the Sabbatical Leave Committee.

#### Section 12. Sabbatical Leave Committee

The District will establish a Sabbatical Leave Committee composed of six (6) members, including three (3) Faculty Members appointed by the Federation, and will establish rules for tenure on the committee in order to provide for continuing of membership. The Committee will set and announce deadlines, receive applications, evaluate the plans submitted, recommend to the Vice President - Academic Affairs, prior to the close of the calendar year, those who may be granted leaves, establish a list of alternates, and receive written sabbatical reports, all as specified herein. The Committee may rely on the advice of consultants.

### Section 13. Maintenance Of Instructional Program

In the event that the number of applicants from a Division is large enough to cause a curtailment of the instructional program within that Division, then upon recommendation of the Division Dean, the District shall delay for one (1) year the sabbatical leave(s) of the (those) applicant(s) deemed necessary. The Faculty member(s) to be delayed shall be determined on the basis of the least service with the District and such delayed Faculty Member(s) shall have first priority in the subsequent year. The total number of sabbatical leaves so denied shall be replaced by an equal number of applicants on the list of alternates.



Section 14. Withdrawal From Leave

A Faculty Member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than the earlier of the following:

- (a) Thirty (30) calendar days prior to the beginning of the semester or year of leave; or
- (b) The day before a temporary replacement employee has signed a contract to render services in excess of sixty-seven percent (67%) of a full-time load for the semester or the year, provided that the Faculty Member is given notice at least five (5) calendar days prior to the signing of the temporary replacement's contract.

For the El Camino College Federation  
of Teachers

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Chief Negotiator

Dated: August 19, 2022

For the El Camino College District

By: *Jane Miyashiro*  
Chief Negotiator

Dated: August 19, 2022