

ARTICLE 31. RETRAINING LEAVE

31A. Retraining Leave

31A.1 Request for Retraining Leave

A request for Retraining Leave may be initiated by the unit member or management. If management initiates the Retraining Leave, the costs shall be absorbed by management.

31A.2 Eligibility

Unit members must have been employed by the District as a Regular unit member for at least four (4) years prior to application for Retraining Leave. Exceptions to this timeline will be granted by the Chancellor or designee. The purpose of such Leave is to enhance the effectiveness of unit member's on-the-job performance and to broaden the unit member's individual scope of Faculty Service Areas in the event of a reduction in force. It is understood that Retraining Leave shall not be exclusively confined to a reduction in force but shall be available to Regular unit members who must maintain repeated currency in a discipline in order to meet the minimum qualifications to teach in that discipline.

31A.3 Requirements

Unit members receiving such Retraining Leave shall be required to enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area in which he or she is preparing to work.

31A.4 Application

Application for Retraining Leave shall be on negotiated forms and must be reviewed by the Division Dean and appropriate Vice-President and filed with the appropriate College President by October 1 for Spring Semester leave and by April 1 for Fall Semester leave. (See Appendix: [Retraining Leave: Request Form](#).) Evidence of application for a plan of study and/or training must be submitted with the application. The application must state clearly the reason why the unit member needs to be granted the Retraining Leave according to the criteria for acceptance of the Leave. The Chancellor shall have the final authority in distributing a Retraining Leave, but it is understood that a Retraining Leave shall be offered a unit member facing an immediate reduction in force if funding permits.

31A.5 *Criteria for Acceptance of Retraining Leave Application*

- a. Unit members who have been evaluated as in need of skills and/or knowledge upgrading, or
- b. Unit members for whom retraining is in the best interest of the District and the unit member, and
- c. Unit members who can achieve the retraining objectives in four or fewer consecutive semesters.

31A.6 *Criteria for Granting Leave*

To receive the Leave, unit members must be accepted in an education/retraining program which will allow them to achieve the retraining objectives. Before the Retraining Leave begins, evidence of such acceptance shall be submitted to the appropriate College President.

31A.7 *Salary*

- a. Retraining Leave pay shall be based on one hundred percent (100%) of the approved Leave portion of the unit member's regular contract. It is understood that this salary shall be paid from Sabbatical Leave monies according to the terms set forth in [Article 12A.2](#). Overload will be permitted based upon programmatic needs determined by the College President.
- b. While on Retraining Leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for Retraining Leave shall be paid in the same manner as that paid during regular service.
- c. Retraining Leave shall count for full salary increments and health and welfare, sick leave, and retirement benefits. Credits earned while on Retraining Leave shall count toward advancement on the Salary Schedule upon receipt of official verification from an accredited institution or approved training program.
- d. Retraining Leave shall not fund the cost of the unit member's retraining educational expenses (i.e. course tuition, books, etc.).

31A.8 *Service Obligation*

Recipients shall contract to serve the District for a period of equal to twice the length of the Leave after completion of a Retraining Leave. In the event of failure to render such a period of service after return from Retraining Leave, the grantee shall indemnify the District against the loss by executing a contract with the District binding the unit member to return the Retraining Leave cost by a lump sum repayment. The repayment option shall be at the District's discretion. (See Appendix: [Retraining Leave: Contract Form](#).)

31A.9 *Illness, Injury, Death of the Unit Member*

In the case of physician documented illness or injury of the unit member while on Retraining Leave which prevents his/her completing the purpose of the

Leave, the Leave will be terminated and all provisions for Sick Leave shall apply. If death prevents the member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of obligatory years of service, if illness or injury qualifying for disability retirement occurs, the unit member shall be exempt from further obligation relative to his/her Leave.

31A.10 Number of Retraining Leaves

The District will provide an aggregate total of one (1) FTEF Retraining Leave per academic year according to the provisions of the Sabbatical Leave [Article 12.A.2](#). It is understood that some individual Leaves may be provided for fractions of a full academic year's FTEF but that the total of all Retraining Leaves shall be one (1) FTEF per academic year from the Sabbatical Leave Fund during this Contract period. Upon return to service following completion of a Retraining Leave, the District shall make every effort to assign the unit member to his or her new area of expertise.

31A.11 Retraining Leave Report

The unit member who received provided a Retraining Leave of any type or amount shall submit a follow up Report to the appropriate College President within 60 calendar days from returning to the District after completing the Retraining Leave. After reviewing the Report of the unit member, the College President shall forward the Report to the Chancellor for Board of Trustee approval. Approval shall be granted or denied solely on the unit member's completion or failure to complete the objectives of the Leave as stated on the Application. Denial shall be in writing and shall include the reasons for denial. Should the Board of Trustees find upon review of the unit member's Report that the Report was not submitted within the required time period, or in the form and content prescribed, or that the purposes for which the Leave had been granted had not been reasonably carried out, the Board of Trustees reserves the right, following consultation with the Chancellor, to take such action as may be necessary to recover the monies paid the unit member on Leave. The Sabbatical Leave fund shall be credited with any such amount so recovered. (See Appendix: [Retraining Leave: Report Form](#).)

31A.12 Grievance

Grievances pertaining to this Section shall be limited to procedural violations.