



**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**Paid Sabbatical Leave**

**CONTRACT OF AGREEMENT**



This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Chabot-Las Positas Community College District acting by and through its Board of Trustees, hereinafter described as First Party, and \_\_\_\_\_, hereinafter described as Second Party:

**WITNESSETH**

WHEREAS, Second Party has rendered service to the Chabot-Las Positas Community College District in a position requiring certification qualifications for at six (6) full Academic Years as required by and defined in Section 87768 of the Education Code of the State of California; and

WHEREAS, First Party did, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, grant a Paid Sabbatical Leave of Absence to Second Party for the following period:

Fall and Spring, 20\_\_ - 20\_\_

Or

Fall, 20\_\_

Or

Spring, 20\_\_

In accordance with Sections 87768-87776, inclusive, of the Education Code of the State of California and Article 12-1 of the Faculty Association-District Collective Bargaining Agreement for the purposes set forth in the application of said Second Party for Sabbatical Leave of Absence.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. That the Second Party must provide his/her reachable off-campus email to his/her Sabbatical Committee Mentor before starting Sabbatical Leave of Absence, and must respond to his/her Sabbatical Committee Mentor within two (2) weeks of Mentor contact.
2. That the Second Party, in consideration of the granting of said Leave of Absence, following termination of said Leave of Absence, will return and render service in the employ of the Chabot-Las Positas Community College District and serve for a period equal to at least twice the period of the Leave of Absence, such service to commence with the \_\_\_\_\_ Semester of the 20\_\_-20\_\_ Academic Year.
3. That the Second Party will engage in activities during said Leave of Absence which will result in benefits to the college and students of the District as set forth in the approved application of said Second Party for Paid Sabbatical Leave of Absence. (See Article 12-1A.) The Party of the Second Part shall be held accountable to all relevant sections of the Faculty Association-District Contract and the Sabbatical Leave Committee shall have the power to enforce said provisions.
4. If the second party needs to make serious or unforeseen changes to the Sabbatical per Article 12-1A.9s., he/she must immediately inform the Sabbatical Leave Committee through the respective College Vice President, Academic Services. Approval by the Committee and Chancellor are required before making modification.
5. That said Second Party, no later than the first day of their return to active service in the District, as stated in numbered paragraph 1 above, will submit to the Sabbatical Leave Committee, a written report giving evidence that the program of study or travel or service as agreed upon has been carried out.

**Page Two**  
**Paid Sabbatical Agreement**

If the Sabbatical Leave Committee concludes that there is *prima facie* evidence that the Sabbatical Leave of Absence standards have not been satisfied, the Committee shall notify the recipient in writing, through the respective college Vice President, Academic Services. (Article 12-1A.9d.2.a-d.)

6. That payment will be made to said Second Party by said First Party during the period of such Leave of Absence in an amount of \$\_\_\_\_\_ representing \_\_\_\_\_ percent (\_\_\_%) of the scheduled salary which said Second Party would have received if no Leave of Absence had been taken. Said payment will be paid during the Leave of Absence in the same manner Second Party would have received regular contract salary payments if no Leave of Absence had been taken. The first party shall continue all group insurance benefits provided in Article 12-1A.5 of the Faculty Association-District Collective Bargaining Agreement.
7. That in consideration of the written agreement of Second Party herein contained to return to the service of the District and to render service for a period equal to at least twice the period of the Leave of Absence therein following the termination of said Leave of Absence as provided in numbered paragraph 1 of this agreement, the furnishing of a bond by said Second Party has been and is hereby waived by First Party.
8. That in the event said Second Party fails to render service for a period equal to at least twice the period of the Leave of Absence to the District following termination of said Sabbatical Leave of Absence, said Second Party shall be liable for an amount of the compensation paid during said Leave of Absence as set forth in Sections 87770-87771 of the California Education Code.
9. That in the event the Second Party fails to sign and return the contract for the Paid Sabbatical Leave of Absence within ten (10) calendar days after receipt thereof, s/he shall be deemed to have refused said leave and the offer of Paid Sabbatical Leave of Absence is automatically withdrawn.
10. Retirement Contributions, Benefits And Sick Leave While On Sabbatical Leave Of Absence (Article 12-1A.5).
  - a. Retirement  
Time on Sabbatical Leave of Absence will count toward retirement, and retirement contributions will be paid for these periods. The District will pay its share of payback to the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS) to enable the unit member to obtain the same retirement credit as would have been received if the unit member were not on Sabbatical Leave of Absence provided:
    - (1) the unit member satisfies the conditions of the Sabbatical Leave of Absence; and
    - (2) the unit member elects to pay his or her share of the retirement contribution.
  - b. Benefits  
The District shall continue to pay all group medical, dental, vision, and life insurance benefits provided in Article 20 while the unit member is on a Sabbatical Leave of Absence.

c. Sick Leave

For any Academic Year that includes one or both semesters on Sabbatical Leave of Absence, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in a proportion equal to the percentage of the unit members' normal salary that is to be disbursed for the Academic Year. [For example, a unit member earning seventy-five percent (75%) of his/her normal annual salary will accrue seven and half (7.5) days for the Academic Year.] If the unit member elects to use Banked Load to bring his/her pay to one hundred (100%), then the Academic Year's Sick Leave accrual shall be the full ten (10) days.

d. Personal Leave

Regular Faculty on Sabbatical Leave of Absence shall receive a full day of Personal Leave regardless of the length of the Sabbatical Leave of Absence.

e. Effect On Pre-Retirement Reduction Of Annual Workload

See Article 19.A.2a. for the implications of Sabbatical Leave of Absence vis a vis qualifying for Pre-retirement Reduction of Annual Workload.

11. That the Second Party will provide a written Progress Report to his/her Sabbatical Committee Mentor on/or before October 31 and March 31.

Both dates apply for Faculty taking a year-long Sabbatical Leave. Only one date applies during the appropriate semester-long Sabbatical Leave.

12. It is understood that Workload Banked Leave of Absence shall not be granted during the semester immediately before or after a Sabbatical Leave of Absence. (See Article 12-2A.4)

13. It is understood that any work for Load while on Sabbatical Leave of Absence shall be approved on a case-by-case basis at the sole discretion of the District, and permitting a unit member to work for Load during a Sabbatical Leave of Absence shall not constitute a past practice creating an entitlement in any other member.

Unit members on Sabbatical Leave of Absence have no entitlement to be offered overload assignments before hiring Part-time Faculty. See Articles [10D.11b](#) and [18B.1e.\(2\)](#).

IN WITNESS WHEREOF the said First Party has hereunto caused its corporate name to be signed by the Secretary of its Board of Trustees, who is thereunto duly authorized, and the Second Party has executed this Agreement the day and year first above written:

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Secretary, Board of Trustees or designee  
*First Party*

\_\_\_\_\_ Date \_\_\_\_\_  
*Second Party*

**NOTE:** *If the second party requests salary augmentation based on the cashing out of banked load, then the salary can be higher. See Workload Banking Request Form, Article 12.2. This form must be submitted and approved per the instructions on the form in order to augment a sabbatical salary.*