

A permanent unit member who is elected to any full-time public office other than the Legislature may be granted an unpaid leave of absence for the length of the term or terms of office. The permanent unit member utilizing such leave shall notify the District in writing of intended return ninety (90) days prior to the intended date.

### 13. Parental Leave

- a. If an employee has been employed by SBCCD for more than twelve months, the SBCCD will allow parental leave for a period of twelve (12) weeks, for an employee, within the first twelve (12) months following the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of a child of the employee. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period. During this leave, the District will continue health benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both District and employee (Education Code Section 87780.1).
- b. Upon exhaustion of all available sick leave, including all accumulated sick leave, an employee shall receive no less than 50% of his or her regular salary for the remaining portion of the 12-workweek period of parental leave, regardless of the differential pay system used by the District (Education Code Section 87780.1).
- c. The eligible employee shall give 30 days' advance notice to the Human Resources of the employee's intent to take Parental Leave to the extent possible (even if an approximation). When such advance notice is not possible (e.g. due to a medical emergency or change in circumstances), then the employee shall give notice as soon as practicable.
- d. When both parents work for the District, each parent may take a maximum of twelve (12) weeks (combined total of 24 weeks) of baby-bonding/parental leave during any 12-month period.
- e. Parental Leave provided herein shall run consecutively with California Family Rights Act (CFRA) baby-bonding/parental leave (Gov. Code Section 12945.2 s).

#### H. 1. **Sabbatical Leave** (Education Code Sections 87767-87774)

- a. Sabbatical Leaves for unit members may be granted by the Board within its discretion. If the Board determines to grant any Sabbatical Leave, it shall do so consistent with the following provisions. If the Board determines that it may grant any Sabbatical Leaves for the following school year, it will notify employees prior to October 1 of the possible number of Sabbatical Leaves. Such notification, however, is no guarantee of any Sabbatical Leave for the following school year.
- b. A Sabbatical Leave may be granted only to a bargaining unit member who has rendered service to the District for at least six consecutive years preceding the granting of any Sabbatical Leave, and the bargaining unit member has not been granted a Sabbatical Leave within at least a six-year period. No authorized absence from the District within the six consecutive years preceding the granting of any Sabbatical Leave shall be deemed a break in service for purposes of computing the six consecutive years required by this paragraph.
- c. A Sabbatical Leave may be granted for a period not to exceed one year. A Sabbatical Leave may be granted for one semester or two semesters.

- d. Any bargaining unit member granted a Sabbatical Leave shall enter into a written agreement with the District consistent with applicable law, which shall contain an agreement by the bargaining unit member to render a period of service in the District following the return to the District from the leave of absence equal to twice the period of the leave.
- e. At the expiration of any Sabbatical Leave, the bargaining unit member, unless there is mutual agreement to the contrary, shall be reinstated in the position held at the granting of the Sabbatical Leave. A Sabbatical Leave shall not be construed as a break in service required for normal advancement on the salary schedule. A bargaining unit member while on Sabbatical Leave is an employee of the District in paid status, but the District is freed from any liability for the payment of any compensation or damages provided by law for the death or injury while the employee is on any Sabbatical Leave.

## 2. Sabbatical Leave Committee

- a. All proposals for Sabbatical Leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- b. The Committee shall weigh the value of each proposed Sabbatical Leave to the unit member, to the students, and to the District. The Committee also shall weigh reasonable distribution of Sabbatical Leaves among departments and divisions, and seniority.

## 3. Purpose of Sabbatical Leave

Sabbatical Leaves may be granted for purposes that include, but are not limited to, the following:

- a. Academic study or professional research from an accredited institution of higher education. A unit member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his/her teaching assignment. No less than six (6) units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education or approved program.
- b. On-site research project. Special projects shall be designed to expand the unit member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve extensive travel outside the county must include a detailed itinerary.
- c. Approved teaching or research fellowships and teacher exchange programs.
- d. Work or research in industry, business or government. Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. If any work for compensation is involved in the program for Sabbatical Leave, the applicant shall make clear how such work will contribute directly to the professional growth of the applicant, and compensation received there from shall be incidental to the purposes of the leave (e.g. a scholarship, fellowship, or grant for graduate study or research).
- e. A Sabbatical Leave of Absence may be granted for a program of study or for travel, or for a special program which will clearly enrich the applicant's professional competence.
- f. Other experiences that may be approved by the Board.

#### 4. Applications

- b. Applicants for Sabbatical Leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.
- c. Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.
- d. Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six (6) members, one each appointed by each college president, and one each by each academic senate, and two (2) by the Association. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and any recommendation to the Board.

#### 5. Compensation

- a. If the Sabbatical Leave is for two (2) semesters, compensation shall be fifty percent (50%) of the unit member's regular contract salary.
- b. If the leave is for one semester, the compensation shall be the unit member's full regular contract teaching salary for one semester.
- c. Salary while on leave shall be paid monthly during the fiscal year in the same manner as unit members are paid.
- d. The District shall not pay travel costs or salary or provide remuneration other than the Sabbatical Leave salary during the period of the leave. Exceptions will be considered by the Board upon the recommendation of the Chancellor.

#### 6. Accountability

A Report of Completion must be completed upon return to regular employment. During the first semester after return, each recipient must file a comprehensive written report of the Sabbatical Leave. This report must make specific evaluation of the leave in terms of each of the purposes stated in the original application. The report must identify as clearly as possible the benefits to students of the District that have accrued from the Sabbatical Leave.

#### 7. Incomplete Sabbatical Leave

If the program for Sabbatical Leave is interrupted because of serious accident or illness which makes it impossible to fulfill the purpose(s) of the Sabbatical Leave, such event will not be construed as a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the unit member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within thirty (30) days of the time of the accident or the onset of illness.

## **ARTICLE 19: Reimbursements**

- A. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in connection with their assignments and in performance of their duties. If the bargaining unit member reports to a work site other than his/her primary campus for performance of duties, the bargaining unit member may claim reimbursement for the distance between his/her primary campus and the worksite.
- B. Mileage reimbursement shall be made at the prevailing State Chancellor's Office rate as verified by District every August. Reimbursement shall be granted only after presentation of an appropriate claim to the responsibility center manager. Reimbursement shall be paid within thirty (30) calendar days after receipt in accounting and if properly completed, and shall be in accordance with Board Policy.
- C. Faculty members on the academic salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed which pertain to their academic position. However, no tuition cost paid by the District is to exceed the per unit basis cost of similar coursework at the University of California at Riverside. Only full-time faculty employees are eligible for this benefit. All courses for which a faculty member seeks tuition reimbursement must have prior approval by their manager and the Chancellor of the District. If the request is denied by the manager, it may be appealed to the President of the college. Faculty may not seek both reimbursement for a course and salary advancement. This section is intended to provide the opportunity for faculty to take coursework that may not otherwise qualify for traditional coursework under salary advancement. Units in excess of 18 semester units per year will not be reimbursed.