CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Unpaid Sabbatical Leave
<u>CONTRACT OF AGREEMENT</u>

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:

W I T N E S S E T H

WHEREAS, Second Party has rendered service to the Chabot-Las Positas Community College District in a position requiring certification qualifications for at least six (6) full Academic Years as required by and defined in Section 87769.5 of the Education Code of the State of California; and

WHEREAS, First Party did, on the _____ day of _____, 20___, grant an Unpaid Sabbatical Leave of Absence to Second Party for the following period:

<p align="center">Fall and Spring Semesters, 20___ - 20___
Or
Fall Semester, 20____
Or
Spring Semester, 20____,</p>

In accordance with Sections 87768-87776, inclusive, of the Education Code of the State of California and Article 12-1B 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 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 a Paid Sabbatical Leave of Absence. (See Articles 12-1A and 12-1B.) 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.

3. That said Second Party, the first day of their return to active service in the District, as stated in numbered Paragraph One (1) above, will submit to the Sabbatical Leave Committee, a written report giving evidence that the approved Unpaid Sabbatical has been carried out.

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 of Academic Services. Approval by the Committee and Chancellor are required before making modification.

5. That in the event the Second Party fails to sign and return the contract for the Unpaid 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 Unpaid Sabbatical Leave of Absence is automatically withdrawn.

6. During the Term of the Leave of Absence, Second Party is not an employee of the District for the purposes of rendering service but is an employee on Leave of Absence from duty to the District.

7. The provisions of Article 12-1B of the Chabot-Las Positas Faculty Association-District Collective Bargaining Agreement shall be observed:

    a. A Letter of Intent shall not be required for faculty pursuing an Unpaid Sabbatical Leave of Absence. The application for the Unpaid Sabbatical Leave of Absence shall be submitted at least one Academic Year prior to the Term the applicant wishes to be on Leave.

    b. The Party of the Second Part shall not be eligible for the District-provided group insurance benefits listed in Article 12-1A.5 of the Faculty Association-District Collective Bargaining Agreement;

    c. If the Sabbatical Leave Committee acts affirmatively on the Report referenced in numbered Paragraph Two (2) above, then the Second Party shall be eligible to advance one (1) Step on the Full-time Faculty Salary Schedule upon his/her return to work after completion of the Unpaid Sabbatical Leave of Absence; and

    d. If the Sabbatical Leave Committee acts affirmatively on the Report referenced in numbered Paragraph Two (2) above, the District shall, if requested in writing by the Second Party, report said Unpaid Sabbatical Leave of Absence to the State Teacher's Retirement System (STRS) or the Public Employees' Retirement System (PERS) as an Unpaid Sabbatical Leave of Absence for the purpose of allowing the Second Party to purchase said Leave as STRS or PERS Service Credit. It is understood that the Second Party bears the full burden of purchasing this Term of unpaid Service Credit. It is further understood that STRS and PERS regulations control with respect to the granting of the respective Service Credit.

8. 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.

9. 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)

10. 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