

Article 9

Leaves With Pay

The District shall grant paid leaves of absence to contract/regular faculty for: A) sickness (9.3), B) personal necessity (9.4), C) industrial accident or illness (9.5), D) quarantine (9.6), E) bereavement purposes (9.7), F) critical illness (9.8), G) jury duty (9.9), H) judicial appearances (9.10), I) personal business (9.11), J) sabbatical/professional development (9.12 through 9.15), and K) exchange teaching (9.16), subject to the conditions set forth in the following articles.

The District shall grant paid leaves of absence to long-term temporary (refer to Article 2.4.4), overload and adjunct faculty members for: (a) bereavement purposes, (b) sickness, (c) industrial accident and illness, (d) personal necessity, (e) quarantine, and (f) jury duty for adjunct faculty/overload members only, subject to the conditions set forth in the following articles.

9.1 Definitions

9.1.1 Absence

Time away from working duties and/or work location during required periods of service.

9.1.2 Authorized Absence

Absence which is taken in accordance with this Agreement.

9.1.3 Administrative Officer

For the purpose of notification of absence or leave, the appropriate Area Dean or the College President is the administrative officer at the college.

9.1.4 Immediate Family

Mother, father, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; and step-mother, step-father, spouse, domestic partner, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter; brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; child or sibling of domestic partner; wife or husband of domestic partner's child; or any person living in the immediate household of the employee.

9.1.5 Industrial Accident or Illness

Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Worker's Compensation Insurance as being work connected.

9.2 General Conditions Applicable to All Leaves with Pay

9.2.1 Notification to Administrative Officer

The employee shall notify the appropriate Area Dean or College President of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.

- 9.2.2 Documentation Required
The administrative officer may require documentation supporting the employee's need for absence. Documentation shall be required for any absence in excess of ten (10) days.
- 9.2.3 Report of Absence
Upon termination of absence, the employee shall complete the Cumulative Absence Report – Certificated Employees form stating the reason for absence. (See Appendix C)
- 9.2.4 Gainful Employment Disallowed
An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board. The employee may be required to certify that he/she was not gainfully employed.
- 9.2.5 Salary Compensation
Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this Agreement.
- 9.2.6 Failure to Return to Duty
An employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such employee was unable, due to causes beyond his/her control, to return to duty, in which event the employee may report the circumstances as soon as he/she is able to do so.
- 9.2.7 Effect of Paid Leave on Continuity of Service
Periods of paid leave shall not be considered a break in service.
- 9.3 **Sick Leave**
Absences due to the illness of the employee may only be charged to sick leave on assigned duty days.
 - 9.3.1 Compensation
Sick leave shall be available for all faculty on the first day the employee is to report to work.
 - 9.3.2 Accrual of Paid Sick Leave
Faculty shall earn paid sick leave as follows:
 - 9.3.2.1 Ten-month full-time employees shall be entitled to ten (10) days of paid sick leave for each academic year earned at a rate of one (1) day per month.
 - 9.3.2.2 Twelve-month full-time employees shall be entitled to twelve (12) days of paid sick leave for each fiscal year earned at a rate of one (1) day per month.

9.3.2.3 Less than full-time (100%) employees shall be entitled to paid sick leave in proportion to the ratio of his/her work hours and work months to full-time faculty employment.

9.3.3 Unused sick leave may be accrued indefinitely and upon retirement may be added to retirement benefits depending upon STRS regulations in effect upon retirement.

9.3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.

9.3.5 Payment of Paid Sick Leave

9.3.5.1 A regular faculty member shall be paid at the regular salary rate during the period he/she is using accrued paid sick leave. A regular faculty member who has used all accrued sick leave will be advanced as much sick leave as the employee could earn during the remainder of the academic year. Sick leave payment for adjunct faculty and long-term temporary employees is provided only as earned.

9.3.5.2 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for “five month law” benefits (Ed. Code 87780). If the employee provides the District with an acceptable medical verification, the employee shall be compensated at the rate of fifty percent (50%) of the employee’s regular salary, commencing with the date that the paid sick leave terminated and ending five (5) months after the original absence. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the “five month law” benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.

9.3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment. If the adjustment for excess sick leave payment is discovered after the distribution of the final salary payment, other repayment provisions shall be arranged between the employee and the District.

9.3.7 Transfer of Sick Leave

A faculty member, who has completed at least one (1) year of service in another California public school district and has not been dismissed for cause, shall have accumulated sick leave transferred to this District within one (1) year of accepting employment with this District. (Ed. Code 87782)

9.3.8 Maternity/Paternity Reasons

- 9.3.8.1 An employee shall be granted one (1) day of paid leave at the birth of his/her child or at the time of legal adoption of a child or the day of adoptive placement of a child. This leave is in addition to the leave provided below.
- 9.3.8.2 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from. The employee will submit a physician's statement to the appropriate Area Dean verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.
- 9.3.8.3 A faculty member shall have the right to utilize up to ten (10) days of earned sick leave for absences necessitated by reasons listed in 9.3.8.1 or to care for his/her newborn child or the mother of his newborn child without prior medical verification. The use of this accrued sick leave is intended for the employee not covered under Article 9.3.8.1 above. Whenever possible, members shall give advance notice of utilization of this leave. When advance notice is not possible, employee will notify his/her supervisor within twenty-four (24) hours of the commencement of the leave.
- 9.3.8.4 A faculty member who is adopting a child shall have the right to utilize ten (10) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child.
- 9.3.8.5 The District shall comply with all applicable state and federal laws pertaining to family care leaves.

9.3.9 Health Leave Requirements

- 9.3.9.1 If an absence due to the illness of the employee exceeds ten (10) days, the employee is required to apply for a health leave.

9.4 **Personal Necessity Leave**

- 9.4.1 Six (6) days of accrued sick leave may be used during any academic year by the employee in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. Examples of appropriate use of personal necessity leave are religious observances of the employee's faith and illness of immediate family members (see Article 9.1.4). Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.
- 9.4.2 The employee, whenever possible, should submit written request for personal necessity leave to the employee's supervisor prior to the requested leave (except

as noted in 9.4.3). Approval for the leave must be received from the employee's supervisor prior to commencement of the leave.

9.4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

9.4.3.1 Death or serious illness of a member of his/her immediate family.

9.4.3.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

9.4.3.3 Imminent danger to the home of the employee when the danger requires the attention of the employee during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature and under such circumstances as cannot reasonably be disregarded by the employee.

9.4.4 *Additional Uses of Personal Necessity Leave*

These six (6) days of accrued sick leave may be used by employees to supplement:

9.4.4.1 Critical illness leave (See Article 9.8)

9.4.4.2 Judicial appearance leave when employee is required to appear as a litigant or as a witness when the appearance is not brought about by the misconduct of the employee

9.4.4.3 Bereavement leave

9.4.5 The employee must submit a completed Cumulative Absence Report – Certificated Employees form to the immediate supervisor upon returning to service.

9.5 **Industrial Accident and Illness**

9.5.1 The District will maintain insurance for the benefit of the faculty who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.

9.5.2 Faculty members shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. (Ed. Code 87787)

- 9.5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award.
 - 9.5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.
 - 9.5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.
 - 9.5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify his/her supervisor as soon as is reasonably possible.
 - 9.5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practitioner within a reasonable time after symptoms have been observed.
 - 9.5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily be unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."
 - 9.5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used. If an employee has less than three (3) years of service, earned sick leave shall be used.
 - 9.5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.
 - 9.5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.
 - 9.5.12 All disputes arising in compensation cases shall be remedied according to law.
- 9.6 **Quarantine Leave**
An employee who is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave. Regular faculty teaching overload or regular/adjunct faculty teaching summer classes are not eligible for Quarantine Leave. Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.

9.7 Bereavement Leave

Each unit member shall be granted necessary time off with salary entitlement not to exceed three (3) working days, or five (5) working days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family, as defined in Article 9.1.4. (Ed. Code 87788) (See also Article 9.4.) Long-term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position. The employee must specify the relationship of the deceased on the absence report. If out-of-state travel is required, the destination must also be specified.

9.8 Critical Illness Leave

9.8.1 All regular, adjunct, and overload faculty shall be granted three (3) days per year salary entitlement in the case of critical illness or accident of a member of the immediate family.

9.8.2 The District may require the employee to attach to the Cumulative Absence Report – Certificated Employees form a written statement from the attending physician or recognized practitioner attesting to the need of the employee to be present during the period of critical illness of the immediate family. (Refer also to Personal Necessity Leave 9.4.)

9.9 Jury Duty Leave

9.9.1 A contract/regular employee who is called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation. Regular faculty teaching overload and adjunct employees are eligible for Jury Duty Leave during the fall and spring semesters up to a maximum of six (6) hours with pay. Leave time for jury duty applies to normal court hours and/or when the jury is in session only. Long-term temporary employees are not eligible for Jury Duty Leave.

9.9.2 The employee will notify his/her administrative officer of the notice to appear for jury selection.

9.9.3 *Payment for Services While on Jury Duty*
The employee serving on jury duty will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

9.10 Judicial Appearance

One (1) day of leave will be allowed for a regular/adjunct/overload employee to make a mandatory court appearance, as a litigant or as a witness (see Article 9.4). Leave time for judicial appearance applies to normal court hours and/or when the jury is in session only.

9.11 Personal Business

- 9.11.1 Each full-time contract/regular employee may be granted a maximum of two (2) days per year to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carryover from one year to the next. Regular faculty teaching overload/summer classes, long-term temporary employees and adjunct faculty are not eligible for Personal Business Leave.
- 9.11.2 Personal Business Leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of personal business leave. Personal or professional travel or recreational activities are not appropriate uses of Personal Business Leave.
- 9.11.3 The unit member who takes a Personal Business Leave assumes the responsibility for meeting all professional obligations, including presenting to students the material missed as a result of the absence. It is required that the appropriate administrator be advised that Personal Business Leave will be taken. Advance notification is expected except under extenuating circumstances.

9.12 Short-Term Military Leave

Regular faculty, regular faculty teaching overload assignments, and adjunct faculty members whose district service and recent military service total one (1) full year may be granted a short-term leave for the period of ordered duty providing it does not exceed 180 calendar days (including time involved in going to and from such duty) in one (1) fiscal year.

Eligible faculty members, when temporarily called to active duty or for the purpose of attending field-training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the workdays he/she is absent from the District. The duty must occur during a paid status month of the employee's work year.

To qualify for the benefits provided, the unit member must forward a written request for leave, accompanied by a copy of the field order, to the appropriate college administrator prior to reporting for training or duty unless ordered to report immediately. Long-term temporary employees and faculty members teaching summer classes are not eligible for Short-Term Military Leave.

9.13 Professional Development Leaves, Types A and B

(See Chart of Professional Development Leaves, Appendix D.)

9.13.1 *Nature and Purpose*

These leaves provide release from regular duties to enable unit members to respond to changing educational conditions and student needs. These leaves allow time for unit members to engage in studies, projects, or other beneficial activities which do not fall within their regular responsibilities.

9.13.2 Duration

9.13.2.1 Type A is leave of one (1) semester at full pay or one (1) year at half pay.

9.13.2.2 Type B is leave at full pay of up to 100% reassigned time for up to one (1) year in duration.

9.13.2.3 Leaves shall normally commence at the beginning of a semester.

9.13.3 Eligibility

9.13.3.1 Any tenured faculty member is eligible for a Type A Leave. In addition, there must be seven (7) years of satisfactory service between Type A Leaves granted to one (1) individual.

9.13.3.2 Any tenured or tenure-track faculty member who has satisfactorily completed a sequence of three (3) full years of service with the District is eligible for a Type B Leave. There is no service requirement between Type B Leaves.

9.13.4 Criteria

Applications for leaves will be considered according to one (1) or more of these categories:

9.13.4.1 Retraining of applicant to allow for future new assignment(s) in a needed area as determined by college and District priorities.

9.13.4.2 Studies, projects or activities that provide staff with opportunities to upgrade academic, technical and vocational skills and knowledge for current or future assignments.

9.13.4.3 Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.

9.13.4.4 Studies, projects or activities for development or revision of certificate or degree programs.

9.13.4.5 Studies, projects or activities related to feasibility or revision of new or existing programs.

9.13.4.6 Studies, projects or activities for the enhancement of student access and success at the course, program or institutional levels.

9.13.4.7 All categories shall be regarded as equal in value; applications falling within any one or more categories shall be considered equal in rank.

9.13.5 Application Procedures

- 9.13.5.1 Eligible faculty will apply on standard forms to the college Professional Standards Committee.
- 9.13.5.2 Each application must be accompanied by the following:
 - 9.13.5.2.1 An outline of the planned program containing a statement of purpose and objectives, and a detailed description of the activities proposed, and budget or resources support.
 - 9.13.5.2.2 An appropriate method of evaluation.
 - 9.13.5.2.3 A plan for sharing the results of the studies, projects, or activities.
 - 9.13.5.2.4 A signed sabbatical leave agreement.

9.13.6 Selection of Candidates

- 9.13.6.1 The Professional Standards Committee (which includes LRCFT representation) will review all faculty applications and submit its recommendation to the College President. The President's recommendations will be sent to the Chancellor for presentation to the Board each semester. Should the President disagree with the committee's selection, the reasons shall be given in writing and forwarded to the committee within two (2) weeks after submission. Any faculty member who is recommended for a leave by the college Professional Standards Committee and is not recommended by the College President or the Chancellor shall have the right to appeal to the Board.
- 9.13.6.2 The primary factors to be considered in evaluating a request for leave will be:
 - 9.13.6.2.1 The relative potential benefit to the students, college programs, the institution and/or the faculty member making the request.
 - 9.13.6.2.2 The applicant's high level of performance of duties.
- 9.13.6.3 The final selection among recommended candidates shall rest with the Board.

9.13.7 Process of Reporting

- 9.13.7.1 Within three (3) months after returning to regular duties, the recipient shall submit a report to the Professional Standards Committee. The Committee will review the report and recommend

approval or disapproval to the College President. Upon approval of the President, the report is transmitted to the Chancellor.

9.13.7.2 The recipient's report will include methods for sharing the results of studies, projects or activities with colleagues, the college, and the community, where appropriate.

9.13.7.3 A copy of the report will be filed at the college library and in the Chancellor's office.

9.13.7.4 A self-evaluation will be filed with the Professional Standards Committee at the end of one (1) year following return from leave.

9.13.8 Number of A and B Leaves Per Year

9.13.8.1 As of July 1, 2005, six (6) Type A Leaves are available and the full-time equivalent (FTE) total for Type B Leaves is four (4) FTE . Leaves of Type A and Type B may be granted annually by the District up to a combined total number of leaves which equals two percent (2%) of the full-time FTE reported for the previous fall to the State Chancellor's Office. This State compliance report filed in November of each year reflects the District's full-time faculty staffing level and full-time/part-time staffing ratio as required per Title V provisions. The District's calculated "Full-Time Faculty" or FTF as shown on this report shall be used as the basis for determining the maximum number of Type A and B Leaves that may be available in the succeeding contract year. The maximum number of authorized leaves shall be rounded to the nearest .20 leave increments and any fraction of a leave shall be added to the number available for Type B Leaves. For example:

Per State compliance report:

750 FTF	x 2%	=	15 Type A and B Leaves
800 FTF	x 2%	=	16 Type A (10) and B (6) Leaves
811 FTF	x 2%	=	16.2 Type A (10) and B (6.2)

9.13.8.1.1 With the establishment of sixteen (16) Type A and B Leaves, Article 9.13.8.1 shall apply.

9.13.8.2 Any increase in the number of Type A and B Leaves stated in 9.13.8.1 shall be authorized pending the identification of sufficient revenues to support the additional cost for such leaves. LRCFT and District representatives shall meet in November or December of each year to review the calculated maximum number of leaves. Any increase in the number of Type A and B Leaves will be funded in 1.6 FTE increments. The increased leaves will be distributed proportionately across the District to the colleges: ARC (3), CRC (2), FLC (1), SCC (2). The cost of the increased leaves shall be

funded from LRCFT's proportionate share of revenues as described in Appendix A.

- 9.13.8.3 The Professional Standards Committee of each college may recommend to the President of the college that a Type A Leave or leaves be converted to Type B Leave or leaves. The conversion is to be an even exchange in terms of FTE. According to 9.13.2.1 of the LRCFT Agreement, one (1) Type A Leave is equal to one (1) semester at full pay (.50 FTE). Thus, the committee may recommend that a Type A Leave be converted to .50 FTE of Type B Leave.

The Professional Standards Committee may make this recommendation each year at each college. It is understood that the agreement is for conversion of Type A into equivalent Type B Leaves and does not apply to conversion of Type B into Type A Leaves.

- 9.13.8.4 If a college does not recommend its minimum allocation of candidates in a given year, it may request Board approval to carry the remaining minimum leave openings to the following year.
- 9.13.8.5 Following the 2003-04 academic year, each college may carry forward to the next academic year a maximum of 1.0 FTE in Type A Leave and 0.4 FTE in Type B Leave. The balance of unused leaves will be returned to the unit to be used for one-time-only compensation improvements per Appendix A.

9.13.9 *Service Agreement with the District for Type A Leaves*

- 9.13.9.1 The applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave immediately after the completion of the leave.

9.13.9.1.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

9.13.9.1.2 This obligation shall be canceled if death or permanent disability prevents fulfilling the terms of the contract.

9.13.10 *Salary While on A or B Leave*

- 9.13.10.1 For Type A Leave, the employee may be paid full salary for a one-semester leave or half salary for a one-year leave. The salary shall be paid in the same manner as if the employee were performing regular duties in the District.

9.13.10.2 For Type B Leave, the employee shall be paid for reassigned time granted in the same manner as if the employee were performing regular duties in the District.

9.13.11 Fringe Benefits While on Type A or B Leave

The employee shall receive the same benefits (medical, dental and long-term disability) granted to full-time regular employees. The leave shall be considered as time in service with the District for salary schedule purposes providing all requirements of the leave are met.

9.13.12 Retirement Service Credit

Time shall be credited for retirement purposes as governed by the policies of the State Teachers' Retirement System. The faculty member's contribution will be deducted in proportion to the salary received.

9.13.13 Sick leave may not be used to extend Type A or Type B Leaves.

9.13.14 Credit for Work Completed During A or B Leave

Academic credits or credentials earned or degrees awarded, research or work experience accomplished during leave shall be applied toward salary classification and professional growth requirements in accord with existing District policies.

9.14 Professional Development Leave, Type C

9.14.1 Eligibility for Leave

Faculty who teach overloads without additional compensation may accrue the equivalent formula hours (EFHs) up to a maximum of thirty (30) equivalent formula hours which may be applied towards a Type C, Professional Development Leave.

9.14.1.1 The equivalent formula hour shall be determined each contract year and shall be based upon the proportionate level of pay at Class III, Step 1 that Schedule A bears to Schedule B.

9.14.1.2 A new agreement must be signed prior to the start of the semester or contract year in which the non-paid overload assignment occurs.

9.14.1.3 Fifteen (15) equivalent formula hours must be accrued prior to taking the leave and are required for each semester of Type C Leave.

9.14.1.4 Equivalent formula hours earned in excess of 30 EFHs by the end of the semester/contract year, shall be paid to unit members in the semester when earned. Payment shall be based upon the appropriate Schedule B class and step of the unit member.

9.14.2 Duration and Timing of Leaves

9.14.2.1 Type C Leaves must be taken in one (1) semester/half year or full year increments, except as noted in 9.14.2.1.1.

9.14.2.1.1 Type C Leaves of less than a full semester may be used to supplement maternity leave under the provisions of 9.3.8.2 only. Type C Leave can be used to maintain full or partial paid status during the maternity leave period in the event the employee does not have sufficient sick leave to cover the absence during the period. Such use is available in the semester of the maternity leave and can also be used to maintain full or partial paid status for any workdays following the expiration of the maternity leave through December 31 (for fall semester leaves) and June 30 (for spring semester leaves).

9.14.2.2 The semester or year selected must be mutually agreeable to the unit member and the District based on the educational program and staffing needs of the college.

9.14.2.3 Equivalent Formula Hours Determination

9.14.2.3.1 Formula hours accrued as of June 30, 1993, shall be converted to the equivalent formula hours based upon the terms and provisions of agreements previously signed by unit members.

9.14.2.3.2 For those unit members who have accrued EFHs as of June 30, 1993, the conversion rate stated in the original agreement shall be applied to non-paid overload formula hours earned after July 1, 1993, until a maximum of 30 EFHs is accrued.

9.14.3 Application for Leave

9.14.3.1 The unit member shall apply for a Type C Leave by submitting a written request to his/her supervisor.

9.14.3.2 The request shall be reviewed by the College President and forwarded to the Director, Human Resources.

9.14.4 Salary and Benefits

Salary while on a Type C Leave shall be at the unit member's appropriate step on Schedule A. Regular health, dental and long-term disability benefits will be continued. Type C Leaves are exempt from Article 9.2.4. Faculty on Type C Leave shall receive service credit for salary advancement and retirement.

9.14.4.1 Faculty members are entitled to payment for unused EFHs if they leave the bargaining unit or retire.

9.14.5 Service Agreement

There is no service requirement upon completion of a Type C Leave.

9.15 Professional Development Leave, Type D (Difference-in-Pay Leave)

9.15.1 Eligibility

A unit member shall be eligible for a Difference-in-Pay Leave if he/she has served full-time for seven (7) years and at least three (3) years after any previous full-time professional development leave.

9.15.2 Application

Projects for Type D Leaves may be identified by either the unit member or by management. The unit member shall submit an application to the College President for the President's approval. The application shall include a statement of purpose for the leave and a description of a proposed project. The Area Dean shall provide a statement regarding the possible effect of the leave on student needs and educational program.

9.15.3 Salary

The salary for a Difference-in-Pay Leave for a unit member shall be the difference between the unit member's salary and the salary at Class II, Step 6, Schedule A-175.

9.15.4 Benefits

The leave shall be considered as time in service with the District for salary schedule purposes provided all requirements of the leave are met. The District will not pay health and dental insurance premiums, but the employee may continue his/her participation in the group plans by paying the District the cost of the premiums. Sick leave will neither be accrued nor used during the period of the leave.

9.15.5 Service Agreement

The unit member shall agree in writing to serve the District for one (1) year following a Type D Leave. At the option of the District, this requirement may be waived.

9.16 Professional Development Leave, Type E (Retraining Leave)

9.16.1 Purpose

9.16.1.1 Type E leaves provide retraining opportunities for unit members to prepare for future new assignments in new areas as determined by college and District priorities.

9.16.1.2 Type E Leaves also provide opportunities for study in order to update or upgrade skills for current or future assignments.

9.16.2 Number of Leaves

A total of up to 2 FTE of Type E Leaves may be assigned each year within the District. Leaves which are not used in one (1) year shall not be carried forward to the subsequent year.

- 9.16.3 *Eligibility for Type E Leave*
A unit member who has satisfactorily completed seven (7) years of service with the District is eligible to apply for a Type E Leave. At least seven (7) years must have elapsed since the last full professional development leave.
- 9.16.4 *Application Procedure for Type E Leaves*
- 9.16.4.1 The College President or District may indicate areas where retraining is needed.
- 9.16.4.2 Eligible faculty shall apply to the College President for Type E Leaves. The application shall include a statement of the retraining goal, plus specifics regarding the courses or training activities to be undertaken to achieve this goal.
- 9.16.4.3 The application shall include a statement from the appropriate Area Dean(s) regarding the probable future assignments of the faculty member.
- 9.16.4.4 The College President's recommendations will be forwarded to the Chancellor for presentation to the Board.
- 9.16.5 *Service Agreement*
The applicant shall agree in writing to serve the District for two (2) years following a retraining leave. At the option of the District, this requirement may be waived.
- 9.16.6 *Salary and Benefits*
While on a Type E Leave, unit members shall receive salary and benefits as if fully employed and shall receive service credit for salary advancement and retirement.
- 9.16.7 *Process of Reporting*
While on a retraining leave, unit members shall submit brief progress reports quarterly. A final report shall be submitted to the College President within three (3) months after returning to the District.
- 9.17 **Exchange Teaching**
- 9.17.1 Upon the recommendation of the Chancellor and approval by the Board, a leave of absence of not more than two (2) consecutive semesters may be granted to a permanent full-time faculty member for exchange teaching.
- 9.17.2 Exchange teaching leaves shall normally commence with the beginning of a semester.
- 9.17.3 *Salary and Status*

9.17.3.1 While in the exchange position, his/her salary as prescribed in the Ed. Code will be paid by the Los Rios Community College District in the same amount as if he/she were teaching classes in the District.

9.17.3.2 Exchange teaching assignments shall be considered as time and service in the District for salary schedule placement and retirement purposes.

9.17.4 Application

Application for leave must be sent to the College President and forwarded to the District Human Resources Office as early in the academic year as possible, but not later than February 15 of the year previous to the leave.

9.17.5 Insurance Premiums

During the exchange teaching leave, the District shall pay the same portion of the employee's health and dental insurance premiums as is paid for other full-time faculty employees and make retirement contributions on salary paid to the faculty member.

9.17.6 Foreign Educational Employment Leave

Employees on Foreign Educational Employment Leave whose one-year leave covers portions of two (2) academic years shall earn one (1) salary increment if the actual service to the District equals 75% of the required services days for one (1) year within the two-year period.

9.18 Cancellation of Paid Leaves

9.18.1 If the leave cannot be completed as approved, the leave will be canceled unless a suitable alternative program without substantive changes can be developed which is acceptable to the administration.

9.18.2 The college will attempt to reassign the faculty member as a regular full-time employee during a period for which leave has been requested and approved.

9.19 Reinstatement Upon Return from Leaves

Upon returning from leave, the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began, or an equivalent position, unless the purpose of the leave is to qualify for a new assignment.

9.20 Failure to Perform

9.20.1 If an employee fails to perform the planned program (as determined by the Professional Standards Committee pursuant to Article 9.13.7) upon which any Type A or B Professional Development Leave was granted, the employee may be required to repay the District all compensation expended by the District on his/her behalf, including, but not limited to, salary, fringe benefits, and step increments. Whenever a Type A or B Leave is reimbursed, it shall be available to another eligible unit member at the college of assignment.

9.20.2 If an employee fails to perform the planned program of a Type D or E Leave, the employee will be required to repay the District all compensation expended by the District on his/her behalf.

9.21 **Other Paid Leaves**

9.21.1 Other paid leaves are not available while on professional development leave.