

- h. Personal business (not involving employment or professional duties outside this contract from which it is intended or usual that income be derived) which, by its nature, could not be conducted before or after the teaching day.
5. After returning from personal necessity leave, the unit member shall complete and submit a form furnished by the District containing the dates involved. The unit member's signature shall signify that the activity was in line with the purpose of this section.

C. Bereavement Leave

1. A unit member shall be eligible for a leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall not exceed five (5) days.
2. For purposes of this section, immediate family shall be defined as: mother, father, stepparent, spouse, child, stepchild, foster child, brother, sister, grandparent or grandchild of the unit member or spouse, or any person living in the immediate household of the unit member. For the purposes of this section domestic partner shall be included in the definition of immediate family.

D. Leave for Required Court Appearance

1. A unit member ordered to appear in court (personal business excluded) will receive full salary.
2. A unit member who appears in court as a litigant on personal business may draw upon any unused portion of the annual emergency leave defined in Section B, such days to be deducted from accumulated sick leave allowance.

E. Leave for Industrial Accident or Illness

1. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted by the District's Workers' Compensation insurer as a bona fide injury or illness.
2. Allowable leave for each industrial accident or illness will be for the number of days of temporary disability but not to exceed sixty (60) days during which the College is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.
3. Allowable leave will not be accumulated from year to year.
4. The leave under these rules and regulations will commence on the first day of absence.
5. Salary during any pay period will not exceed the normal salary rate.
6. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
7. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will issue the unit member appropriate salary warrants for payment of the unit member's salary and will deduct normal retirement (on his/her full salary) and other authorized contributions.
8. Temporary disability payment on account of the industrial accident or illness must be endorsed back to the District during any paid leave of absence.
9. Upon termination of the industrial accident or illness leave, the unit member will be entitled to the benefits provided for sick leave (Education Code Section 87780, 87781, and 87786) and the absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

F. Sabbatical Leave

1. Sabbatical Leave
Sabbatical leaves may be granted to academic personnel, under provisions of State law, for the purpose of study.

2. Eligibility

- a. Any unit member who has completed or is about to complete a sequence of six (6) full years of service either from the date of hire or completion of last sabbatical leave will be eligible to apply for a sabbatical leave.
- b. Authorized leaves will not interrupt the six-year sequence.
- c. The applicant will agree to serve the District for at least twice the period of the leave following completion of the leave.
- d. Unit members granted a sabbatical agree not to accept any assignment within the Santa Clarita Community College District other than the duties associated with the sabbatical, nor will unit members have full-time employment elsewhere.

3. Selection Process

- a. A Sabbatical Leave Committee will consist of three (3) members of the bargaining unit appointed by the Association President and one (1) administrator appointed by the CEO.
- b. The Sabbatical Leave Committee will develop the specific application instrument and processes.
- c. The Sabbatical Leave Committee will announce the application deadlines early in the Fall semester. In general, the applications are due by the end of the Fall semester, and the Committee must make its report to the CEO by the start of the Spring semester.
- d. The CEO's recommendations will be presented to the Board of Trustees within sixty (60) days of receiving the recommendations from the Sabbatical Leave Committee.

4. Number of Sabbaticals

- a. The number of unit members on sabbatical leave during an academic year will not exceed ten percent (10%) of the total bargaining unit membership.
- b. The District will attempt to provide 5% of the tenured faculty with sabbatical leaves per year.
- c. The Committee will establish a ranked list of alternates that will automatically replace any approved sabbatical that is cancelled due to a change of plans by the original unit member.
- d. In the event the District is unwilling for reasonable cause, or unable to fund the requested sabbaticals due to:
 - financial constraints
 - timing (for example, the existence of other District priorities such as accreditation, emerging new programs, etc.)
 - lack of available replacements

Chair of the Sabbatical Leave Committee, the Association President or designee, and the CIO or designee, will meet to discuss the issues in an attempt to mutually understand the nature of the sabbatical request, and the reason(s) the District has denied the proposal.

5. Acceptance of Sabbatical Report

The Sabbatical Leave Committee shall receive the written report with all conditions that are in the original proposal addressed in the report. The Sabbatical Leave Committee will recommend to the CEO whether to accept the report. If not accepted, the unit member shall be given ten (10) working days to correct it. If it is still not acceptable, the Committee will recommend non-acceptance to the CEO.

6. Salary

- a. Sabbatical leave salary for one (1) year will be at the rate of sixty percent (60%) of the annual contract salary. Sabbatical leave salary for one half year (88 days) will be at the rate of fifty percent (50%) of annual contract salary.
- b. Retirement credit will be earned in the ratio of sabbatical salary to contract salary.
- c. Time on sabbatical leave will count as regular service and will not interrupt the unit member's progress on the salary schedule.

- d. Salary for sabbatical leave may be paid in the same manner as if the unit member were currently employed.
 - e. The unit member is required to file a written agreement binding the unit member to return for the period specified in this Agreement. In the event that the unit member does not return for the required period of service, he/she will be required to reimburse the District the prorated amount of his/her sabbatical salary, which represents that fraction of required service which the unit member has not fulfilled.
 - f. Upon return to service, the unit member will be reinstated in the position held at the time leave was granted, or in a comparable position.
7. Criteria
- a. Applicants must submit their proposals under one of the following categories:
 - (1) FORMAL COURSE WORK
 - (a) These sabbaticals are intended as formal course work in pursuance of an advanced degree or course work to enhance the unit member's proficiency related to the faculty assignment.
 - (b) Unit member must enroll in six (6) graduate semester [nine (9) quarter] units or twelve (12) undergraduate semester [eighteen (18) quarter] units.
 - (c) The application will indicate the program of courses to be undertaken, as well as the accredited institution that will offer the courses. The applicant must also provide a list of alternate courses if the approved courses are cancelled by the institution prior to the start of the sabbatical.
 - (d) For formal course work outside of the unit member's faculty assignment, the CIO must first determine that there is need of such supplemental study and approve the study program proposed by the unit member prior to submitting the application.
 - (2) INDEPENDENT STUDY PROGRAM
 - (a) These sabbaticals are intended as a program of independent study other than formal course work.
 - (b) Such a program must satisfy one (1) of the following criteria:
 - (i) Pursuit of a scholarly, research or creative project of a scope or nature not permitted through normal workload assignment.
 - (ii) Study or experience designed to improve teaching effectiveness or professional practice.
 - (c) If the program is outside of the unit member's faculty assignment, the CIO must first determine that there is need of such a study in that discipline, and approve the program submitted by the unit member prior to submitting the application.
 - b. The Sabbatical Leave Committee will rank proposals based on the following criteria:
 - (1) The proposal must demonstrate relevance to either the current departmental program plan, or demonstrate relevance to a divisional or institutional goal as outlined in the District's Strategic Plan.
 - (2) The proposal must clearly demonstrate a benefit to students,
 - (3) The proposal must outline a program for disseminating the results of the sabbatical to District colleagues, and
 - (4) The faculty's length of service with the District or length of service since the unit member's last sabbatical leave.
8. Revisions of Approved Sabbatical Plans
- If a sabbatical plan cannot be implemented due to circumstances beyond the control of the unit member, a modification of the plan can be made with the advance consent of the appropriate vice president. The modified plan will be circulated to the Sabbatical Leave Committee as an information item.