

## Article 9

### Professional Growth and Development

This article defines Sabbatical Leave, Flexible Calendar, Professional Growth and Development activities, and the Unit Banking provisions.

#### 9.1 Sabbatical Leaves

The District may grant a sabbatical leave, which will benefit the College and the students of the District. The purposes for which a sabbatical leave may be granted are as follows:

- (a) Scholarly or creative endeavors in the discipline being taught;
- (b) Improvement of skills in the discipline being taught;
- (c) Retraining in a new discipline;
- (d) Improvement of teaching skills;
- (e) Development of programs and curriculum.

##### 9.1.1 Criteria

The proposed plan must significantly relate to the college mission, the bargaining unit member's assignment and should improve professional competence.

##### 9.1.2 Sabbatical Leave Categories

9.1.2.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

9.1.2.2 A special project or research problem planned with specific objectives.

9.1.2.3 Work experience program to study in schools maintained by a business or industry for crafts people or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific school or job offer shall be submitted with the proposal program, but may be submitted before the beginning of the leave.

##### 9.1.2.4 Travel

Employees on sabbatical leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

##### 9.1.2.5 Curriculum Planning

A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

##### 9.1.2.6 Other

A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel, and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.

##### 9.1.3 Eligibility

9.1.3.1 Preceding the granting of the leave, the applicant must have completed twelve semesters of continuous service in the District in an academic position. A year of service is defined as a contract for more than 60% of the academic semester requirement.

- 9.1.3.2 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.
- 9.1.3.3 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.
- 9.1.4 Length of Sabbatical Leave  
A sabbatical leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the Vice President of Instruction, a full year's leave may be taken in two consecutive semesters of two different academic years if the applicant can show a need for such an arrangement and the affected department and division concur. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Board pursuant to Section 9.1.8.2.
- 9.1.5 Funding
  - 9.1.5.1 Contributions
    - 9.1.5.1.1 Bargaining unit members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.
    - 9.1.5.1.2 The unit member's contribution shall be the difference between their regular salary and benefits and their sabbatical salary and benefits.
    - 9.1.5.1.3 These reductions will be prorated over the whole year in the case of half year leaves. The schedule of these reductions appears in Section 9.1.5.8.
  - 9.1.5.2 District Contribution  
The District shall contribute \$105,253 to support the Sabbatical Leave Program for applications made in 2016-17. This amount shall be increased each year thereafter by the same increment as the contract faculty salary schedule was increased in the prior year. The cost of the leave, including the replacement, shall be determined at the time of the approval of the leave by the Governing Board. Should the calculations at that time determine that the full amount for the fiscal year not be expended, the residual amount, rounded to the nearest one hundred dollars, will be credited to the subsequent year's allocation.
    - 9.1.5.2.1 Regardless of the placement on the leave priority list (9.1.7.1), if an applicant's going on leave would result in a net monetary gain for the District, the applicant will be permitted to go at the salary determined by the Contract. The salary savings will accrue to the sabbatical fund. If these savings are large enough, they may permit the highest-ranking unfunded applicant to go on leave.
    - 9.1.5.2.2 Those applicants on the list for whom funding is not available will be informed in writing of their position and will be offered the opportunity to go on leave by accepting a yearly salary less than that specified in the Contract. The applicant must agree to this procedure in writing. This salary will be calculated so that there is an exact balance between the total cost of the leave, including replacement salaries, and the cost to the District had the applicant not gone on leave. Current procedures, such as including fringe benefits and

using the average cost of a teaching unit, shall be used in this calculation.

- 9.1.5.3 Replacement costs of unit members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the divisions and departments affected.
- 9.1.5.4 Should the cost of the Sabbatical program for a given year as noted in 9.1.5.3, exceed the contributions as noted in 9.1.5.1 and 9.1.5.2, the Sabbatical Leave Review Board shall make the final recommendation of leaves such that the final costs do not exceed the contributions.
- 9.1.5.5 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining unit member's placement on the salary schedule for the year the leave is taken (step and column) and doctoral stipend, if any. All other stipends and/or special salary considerations are specifically excluded.
- 9.1.5.6 If the bargaining unit member has been on less than a full-time contract for the previous academic year, the sabbatical leave salary shall be calculated on the basis of the applicant's contract for the majority of the six years prior to sabbatical. If the applicant's contract does not have a majority reduced contract, the sabbatical leave salary will be based on an average of the reduced contracts for the six years prior to sabbatical.
- 9.1.5.7 Bargaining unit members on sabbatical leave shall not perform additional services at the college which require compensation during the term of their sabbatical leave. Term refers to those one or two semesters of the leave and excludes summer and winter sessions.
- 9.1.5.8 Bargaining unit members on sabbatical leave shall be compensated according to the following schedule: the percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.
  - After six years of service:
    - Full year: 60%
    - Half year: 80%
  - After seven years of service:
    - Full year: 65%
    - Half year: 85%
  - After eight years of service:
    - Full year: 70%
    - Half year: 90%
- 9.1.6 Service After Sabbatical Leave
  - 9.1.6.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. Either a faithful performance bond or a Sabbatical Leave Agreement (Appendix B.1), approved by resolution of the Governing Board, must be executed as a condition of the leave.
  - 9.1.6.2 At the expiration of the sabbatical leave, the bargaining unit member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.
- 9.1.7 District Requirements

- 9.1.7.1 The number of bargaining unit members absent for the sabbatical leave in a semester shall not exceed ten percent (10%) of faculty. To the greatest extent possible, the sabbatical leaves approved for a given academic year shall be equally distributed between semesters, and in no academic year shall the number of leaves in each semester vary by more than twenty percent (20%). The Sabbatical Leave Review Board shall consult with individuals and with divisions to achieve this number and to achieve a balance between the fall and spring semesters. If this consultation does not achieve a fall/spring semester balance and no more than the maximum number of allowable leaves per semester, the Sabbatical Leave Review Board may establish leave priorities on the basis first, of leave seniority; second, seniority at the college; and finally, by lot.
- 9.1.8 Application Procedure Requirements
- 9.1.8.1 Mandatory Flex Week Workshop  
Eligible bargaining unit members who intend to apply for Sabbatical Leave must attend a Flex Week Session on “How to Write a Sabbatical Leave Proposal” in the fall of the academic year during which the proposal will be submitted. The chair of the SLRB will forward the list of unit members attending the workshop to the appropriate supervising administrator and vice president to inform them of potential sabbaticants.
- 9.1.8.1.1 Faculty who do not attend the Flex Week session, or do not have written approval from the chair of the SLRB not to attend, will be ineligible to submit a sabbatical proposal for that year. Approval to not attend requires a written request to the SLRB chair explaining the reasons for not attending. Email is acceptable. The applicant must attend a make-up workshop session. Unless there is an emergency, approval to not attend the Flex Week session must be prior to the Flex Week session.
- 9.1.8.2 A proposed plan for the Sabbatical Leave shall be submitted in writing to the appropriate supervising administrator and vice president no later than October 15 of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 9.1 (purpose), 9.1.1 (criteria), and 9.1.2 (categories).
- 9.1.8.3 At least 20 calendar days prior to the October 15 deadline, the applicant must meet with the appropriate administrator to discuss the proposal. The supervising administrator must attach to the submitted proposal a written review which must state how the proposal meets, or fails to meet, the criteria listed in 9.1.1 herein.
- 9.1.9 Sabbatical Leave Review Board
- 9.1.9.1 Composition  
The Sabbatical Leave Review Board shall consist of the Faculty Senate President, two (2) bargaining members named by the Faculty Senate, three (3) bargaining unit members named by the CCFT, and six (6) administrators, of whom one is the Vice President, Instruction, and three (3) are Deans named by the Vice President, Instruction. No applicant shall be a member of the committee.
- 9.1.9.1.1 The chair of the SLRB shall be chosen by the SLRB. If the chair is a bargaining unit member, the chair shall receive two teaching units of compensation per semester. The chair shall work with the VPI on an

ongoing basis to ensure the implementation of the entire sabbatical process, including, but not limited to, proposals, re-writes, reports, and communication. In addition, the chair develops meeting schedules, sets agendas and chairs the meetings. The chair also oversees the consideration of alternative credit for column advancement (Article 13.5.2). It is recognized that the workload of the SLRB chair varies from semester to semester based on the SLRB activities.

9.1.9.2 Board Procedures

9.1.9.2.1 The Board shall schedule its meetings so as to effectively coordinate with the deadlines for sabbatical applications (Section 9.1.8), sabbatical reports (Section 9.1.12) and applications for alternative credit (Appendix F.5).

9.1.9.2.2 The Board shall review and approve applications as to form, content, adherence to purpose (Section 9.1), criteria (Section 9.1.1), categories (Section 9.1.2), and District requirements (Section 9.1.7). The first meeting of each year shall include:

(a) a review of Sabbatical Leave policy, as well as the Board's procedures; and

(b) a review of the previous year's results and a report by the Chair on the current state of the sabbatical program.

9.1.9.2.3 If the application is not approved for reasons specified above, the Board shall return it to the applicant with specific directions. Applications must be resubmitted by a date determined by the Board. Failure to resubmit an application shall be grounds for denial of leave.

9.1.9.2.4 At its next meeting the Board shall:

(a) consider leave projects that have been resubmitted;

(b) review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected divisions or departments; and

(c) determine the communication necessary to inform concerned persons of the disposition of matters in (a) and (b) above.

9.1.9.2.5 Before the close of the fall semester, the chairperson of the Sabbatical Leave Review Board shall convene a meeting of the chairperson, the Faculty Senate President, a CCFT representative, and the Vice President of Instruction. They will certify the final leave list and notify all applicants. Should the financing formula requirements of the District outlined above require any leave postponements, those persons with lowest priority will be chosen according to: first, leave seniority; second, college seniority; and finally, by lot. The chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restrictions outlined in this Article, the Vice President of Instruction will notify them at the earliest possible time.

9.1.9.2.6 Administrative Review

The committee chairperson shall forward the committee's final recommendations to the Vice President of Instruction in writing. The Vice President of Instruction shall submit recommendations along with the committee's recommendations to the Superintendent/President. The Superintendent/President shall review the recommendations and forward the applications to the Governing Board with such recommendations as believed to be in keeping with the educational and financial needs of the District. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Board, the Superintendent/President shall meet with the chair of the Sabbatical Leave Review Board prior to the January Board meeting to explain the reasons for the changes.

9.1.9.2.7 Approval by Governing Board

The Governing Board shall act on the recommendations at the January Board Meeting. Approval of the sabbatical leave applications shall be at the sole discretion of the Governing Board.

9.1.9.2.8 Notification

The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed of the rejection and the reasons for rejection of the application in writing.

9.1.9.2.9 The Sabbatical Leave Review Board shall meet early in the spring semester to select a chairperson for the following year and to prepare and certify the eligibility list for the next year's application cycle. The eligibility list shall be certified and distributed to the faculty prior to May 15 each year, and each unit member shall be included on the list with an eligibility number.

9.1.10 Withdrawal, Postponement and "Passing" Leaves

9.1.10.1 In the event that a leave is postponed for administrative reasons such as those described in 9.1.9.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year; unless the applicant is at the highest step, the applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

9.1.10.2 Unit members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (9.1.9.2.5), shall submit the proposal or an updated proposal for the following year. Approval by the committee of the unit member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 9.1.11.

9.1.10.3 A bargaining unit member who reaches the eighth year leave step and passes the leave shall revert to the sixth year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken. Unit members who have had their sabbatical leave plan approved and then had that leave postponed for administrative reasons, such as those described in 9.1.9.2.5, will not lose any ranking toward their next sabbatical leave because of the postponement. Specifically, the count toward the unit member's next sabbatical leave shall begin with (and include) the postponed period. Such

postponement shall be mutually agreed upon in writing prior to the postponement.

- 9.1.10.4 Special circumstances, such as eclipses of the sun, centennials, and jubilees may entitle a bargaining unit member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet at the eighth step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Board by full vote will determine eligibility for such postponements.
- 9.1.11 Revisions of Approved Sabbatical Leave  
Prior to any revision of the sabbatical project, written approval of the Vice-President of Instruction (VPI) and notification of the chair of the SLRB is required. In the event the VPI is unavailable to authorize any revision, the chair of the SLRB and an administrator on the SLRB shall provide written approval. Failure to comply with the provisions of this section shall result in SLRB review as described in section 9.1.14.1.
- 9.1.12 Reports  
Upon completion of a sabbatical leave, the unit member shall submit a written report to the Vice-President of Instruction (VPI) prior to November 15 of the year of return from leave. The report shall be of a recognized professional standard appropriate to the discipline. The report shall consist of a description of the satisfactorily completed, agreed-upon sabbatical project including any approved changes, the original proposal, and the Agreement (Appendix B.1). The report shall be reviewed and signed by the unit member's appropriate administrator. The report is not equivalent to the project itself, but is a description of the project and how the project was accomplished in accordance with the approved sabbatical proposal. If the purpose of the leave was academic study, official transcripts or an equivalent official record shall be included. Any publications, manuscripts, works of art or music, computer software, photographs, instructional materials or other such items produced as part of the leave shall be made available to the Sabbatical Leave Review Board (SLRB). The SLRB shall review and evaluate professional development/sabbatical leave reports. After reviewing the report, the SLRB shall either recommend approval to the President or request further information or revision and resubmission of the report from the employee. If the revision does not satisfy the SLRB's objections, or if the SLRB determines that the unit member failed to satisfactorily complete the agreed-upon project, the SLRB (1) may deny or defer eligibility for future leaves and (2) shall follow the procedures set forth in Section 9.1.14.1.
- 9.1.13 Effect Upon Salary, Benefits, Retirement and Evaluation
- 9.1.13.1 Each semester of sabbatical leave shall constitute a half year's service for salary increment purposes.
- 9.1.13.2 Sick leave will neither accumulate nor be charged against the unit member.
- 9.1.13.3 While on sabbatical leave, unit members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in accordance with Section 9.1.5.8 of this Article.
- 9.1.13.4 A unit member who has had sabbatical leave may, at the unit member's option, pay into the State Teachers' Retirement System the amount required by STRS to receive full-time credit.
- 9.1.13.5 Time on sabbatical leave applies toward the normal evaluation cycle as per Article 17. If the evaluation is scheduled to occur during the sabbatical leave,

the evaluation will be conducted the semester the unit member returns from leave.

9.1.14 Failure to Fulfill Professional Development/Sabbatical Leave Obligation

9.1.14.1 Failure to Complete Project and Submit Satisfactory Report

9.1.14.1.1 If the SLRB decides that the employee failed to complete the project or failed to submit a satisfactory report, the SLRB shall compose a written assessment of the sabbaticant's project and report. This assessment shall specify the nature and extent of the deficiencies as well as the nature and extent of those portions of the project that have been satisfactorily completed. The written assessment may contain dissenting viewpoints. The chair of the SLRB, the VPI, accompanied by one other member, shall meet with the President of the college to present, explain, and discuss the SLRB assessment and the sabbaticant's report.

9.1.14.1.2 Upon receipt of an assessment from the SLRB, as outlined in section 9.1.14.1.1 above, the President of the college, before making a final decision, shall meet with the employee. The President, at their discretion, may decide to require the employee to compensate the District for a portion or all of the sabbatical compensation received. Such decision shall be in writing, with specific reasons therefore, and a copy shall be provided to the employee.

9.1.14.1.3 The employee shall be provided copies of all documents which are considered by the District in reaching any decisions or recommendations under this article, prior to the issuance of any decisions or recommendations.

9.1.14.2 Failure to Render Services Upon Return from Leave

9.1.14.2.1 In the event that the unit member fails to render service amounting to twice the term of the leave following their return from sabbatical leave, the unit member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.

9.1.14.3 Failure to Render Service due to Physical or Mental Disability

9.1.14.3.1 Failure of a unit member to satisfactorily meet the requirements of this article shall not result in forfeiture of the bond or reimbursement to the District if such failure is due to the unit member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the unit member's bona fide physical or mental disability.

9.2 Flexible Calendar Scheduling

9.2.1 The academic calendar shall consist of 175 days of instruction. Within requirements of State law (Title 5 Sections 55720-55765), a specific number of instruction days can be designated as possible flexible time for unit members. If the District decides to use the flexible calendar format, the number and scheduling of the flex days for each academic year shall be negotiated by the District and the CCFT.

9.2.2 Flex Committee

9.2.2.1 Procedures and timelines for the use of Flexible Calendar days shall be prepared by the Flex Committee.

- 9.2.2.2 The Flex Committee shall consist of:
  - (a) the Vice President of Instruction or designee
  - (b) up to three (3) unit members selected by the Faculty Senate
  - (c) up to three (3) unit members selected by the CCFT
  - (d) up to three (3) Deans
  - (e) at least one member of the classified union
  - (f) at least one Student Senate member
- 9.2.3 Flex Professional Development Plan
  - 9.2.3.1 Unit members shall fulfill their flex obligation by participating in staff, student, and instructional improvement activities.
  - 9.2.3.2 Each faculty member shall register for flex events or external credit, and once completed, the credit will be applied to their professional development transcript. Division Offices audit transcripts.
  - 9.2.3.3 Flex activities may be done within a fiscal year. Associate faculty must complete flex hours before the end of each term they teach. Contract faculty may complete flex hours before the end of the academic year, but must complete mandatory days.
  - 9.2.3.4 Full-time faculty have a minimum time commitment of 36 flexible hours per year which includes two fall semester mandatory days (All College Day and Division/Department Day) and one spring semester mandatory day (Division/Department Day). A prorated number of Flex days shall be computed for associate unit members and instructors on reduced contract, partial contract, and sabbatical leave assignment. Associate unit members are required to participate in at least one hour of flex activity per teaching unit each semester.
  - 9.2.3.5 Flex days are regular duty days for unit members with all of the rights and responsibilities thereof. If a faculty member does not complete their flex obligation, they shall be charged under the appropriate leave account in proportion to the missed flex time.
- 9.3 Professional Growth and Development
  - 9.3.1 All regular and contract unit members shall be entitled to \$150 per fiscal year to attend professional meetings, conferences, or other activities approved by the appropriate administrator which directly relate to the unit member's assignment. Absence reports are not required when attending events approved under 9.3.1.
  - 9.3.2 With prior approval of the appropriate administrator, unit members may assign their conference funds to another unit member and the District may add to the fund.
  - 9.3.3 At the end of each fiscal year, unused Professional Growth and Development funds shall be carried over for each unit member in the Division budget for allocation to Professional Growth and Development Funds activities defined in Section 9.3.1 for the next fiscal year.
  - 9.3.4 Associate Professional Development  
At the end of each academic year, the remaining professional development funds from any retiring or resigning contract/regular unit member shall be designated in each division for associate professional development. At the beginning of each academic year, the appropriate administrator will notify all associates about the available funds and how to apply for them. In addition, a contract/regular faculty may designate any or all of their unused conference funds to the associate professional fund at any time by notifying the administrator in writing of the transfer request.
- 9.4 Unit Banking: The provisions of this Article are effective beginning the 2005-06 academic year.

- 9.4.1 Unit Banking Concept: The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately their students.
- 9.4.2 Unit Banking Plan: Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during Fall, Spring, Winter or Summer Sessions) may, subject to the conditions that are set forth in this article, opt to “bank” the overload teaching units to use toward future earned leave. The maximum of 6 units per year may be banked.
- 9.4.2.1 The faculty member will work together with the appropriate administrator to determine the feasibility of banking units for the department involved and to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member’s absence. If the faculty member serves under more than one administrator, each of the administrators will participate in the planning process. The plan will be submitted to the appropriate Vice President for tentative approval to ensure coordination with other leaves, adherence to the intent of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s).
- 9.4.2.2 The request to bank units for a specific term must be submitted in writing by the unit member to the appropriate administrator.
- 9.4.3 Qualifying Activities: Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at a unit rate, such as overload teaching, counseling, and program coordination, are eligible for unit banking. Activities not eligible for unit banking include those funded by external grants, curriculum development, special studies, and special projects.
- 9.4.4 Unit Banking Procedures:
- 9.4.4.1 No banked time will be earned for incomplete or canceled assignments.
- 9.4.4.2 Any under-loading of a faculty member’s assignment in the previous academic year must be cleared before banking can occur.
- 9.4.4.3 The total number of banked units for a faculty member shall not exceed the amount needed to take one full semester of leave (15 units).
- 9.4.4.4 A faculty member may take one full semester leave with accumulated banked units once every five (5) academic years.
- 9.4.4.5 A faculty member may take a partial leave of 7.5 units or less with accumulated banked units if agreed by the faculty member and the appropriate administrator without interrupting an existing banked leave plan.
- 9.4.4.6 Unit banking and Sabbatical leave may be combined but shall not exceed one year in length.
- 9.4.5 Status of Banked Units: The District shall establish an in-house account reserved for unit banking. All monies, which would otherwise be required to pay the faculty member for the overload assignment being banked, will be deposited in the account. Such funds will be held to hire necessary associate faculty during the time when the banked units are applied to an earned leave or when disbursement is required to the faculty or faculty member’s estate.
- 9.4.5.1 If the District elects to not replace part or all of a faculty member’s load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the account.
- 9.4.6 Approval Process To Use Banked Units: Requests to take leave with accumulated banked units must be submitted to the appropriate administrator by the end of the first week of classes in the

semester prior to the leave. These requests will be granted by the appropriate administrator and appropriate Vice President only if the faculty member's program can operate satisfactorily in the faculty member's absence.

- 9.4.6.1 While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.
- 9.4.6.2 Employee and dependent benefits will continue in effect for the faculty member using earned leave and such leave will not be considered a break in service.
- 9.4.6.3 Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked units must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the appropriate administrator(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member that prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.
- 9.4.6.4 In the event of a faculty member's death, the value of accumulated units will be paid at the same rate as unused units to the estate of the deceased in the same manner as other compensation due to the employee.
- 9.4.6.5 Class cancellation: In the event of class cancellation, a faculty member with banked units may elect to use banked units to complete their contract.