

Article 28: Special Educational Leave

“SPECIAL EDUCATIONAL LEAVE” means a leave granted to a faculty member for the upgrading and development of skills or curriculum revision within programs and departments which need to respond to technological, institutional, or community changes. These leaves will be primarily educational, developmental or technical in nature. The leave will respond to the needs of a particular program and the individual faculty member’s teaching needs within a department.

28.01 GENERAL PROVISIONS

- A. **Access to Special Educational Leaves:** The District agrees to make available Special Educational Leaves to be triggered by an annual program review procedure, which involves each department (through the Chair of that department) and the appropriate supervising administrator.
- B. **Supplemental to Sabbatical Leaves:** Special Educational Leaves shall be considered distinct from Sabbatical Leaves and will not affect the number of Sabbatical Leaves granted.

28.02 NUMBER OF LEAVES: The number of leaves will be determined by Academic Affairs and recommended to the President and the Board of Trustees for Board action.

28.03 SELECTION FOR SPECIAL EDUCATIONAL LEAVES

- A. **District Initiated:** Specific proposals (see paragraph 28.04) will be initiated by Academic Affairs with participation of the individual and the department, and the plan will represent an effort to directly resolve a perceived program change, requirement, or future need.
- B. **Demonstration of Need:** Potential needs will be identified by various indicators, such as a Program and Curriculum Review.
- C. **Proposal Review**
 - 1. A review committee (see paragraph 28.05) will review each proposal with the concerned Department Chair and faculty member involved.
 - 2. Criterion for selection and time schedules shall be established by Academic Affairs.

28.04 SPECIAL EDUCATIONAL LEAVE PROPOSAL

- A. **Forms:** The proposal shall be submitted on the forms provided by the Office of Academic Affairs.

- B. **Content:** The proposal shall include the following:
1. A statement of the purpose and objectives to be undertaken.
 2. Methodologies and rationales.
 3. If for higher education, a course of study outline.
 4. A detailed course of action that is consistent with the statement of purpose and describes the nature of the leave.
 5. A summary statement that speaks to each of the following:
 - a. Purpose of the leave, including a statement of the department's need for the proposed activity.
 - b. Objectives of the leave, including an outline of changes planned upon return from the leave.
 - c. How the study or project will enhance the individual's worth and effectiveness in his or her work at this college.
 - d. How the study or project will benefit the students subsequently enrolling in his or her course upon returning from the Special Educational Leave.
 - e. How the study or project will benefit the faculty member's colleagues at this college.

28.05 SPECIAL EDUCATIONAL LEAVE REVIEW COMMITTEE: A review will be made by a committee consisting of an unaffected Senator appointed by the Academic Senate, an unaffected Department Chair appointed by the Department Chairs, and a representative of Academic Affairs. The results of the review will be advisory to the President.

28.06 SPECIAL EDUCATIONAL LEAVE OPTIONS: The length of this leave will be determined by Academic Affairs and recommended to the President and Board of Trustees for Board action.

28.07 SERVICE AGREEMENT: A contract between the District and the individual faculty member involved will be concluded which specifies the specific terms under which the leave will be undertaken and other matters related thereto.

28.08 COMPENSATION

- A. **Amount:** The amount of compensation will be determined by Academic Affairs and recommended to the President and Board of Trustees for Board action.
- B. **Service Credit:** Individuals on leave will receive service credit for the entire period of the leave.
- C. **Retirement:** Retirement contributions will be made by both the employee and the District.

- D. **Benefits:** All benefits will be maintained while the employee is on leave at the same level prior to the leave becoming effective and at the same level of cost sharing if appropriate.

28.09 SABBATICAL ELIGIBILITY

- A. **One Semester:** Semester length (or greater) Special Educational Leaves shall be considered equivalent to Sabbatical Leaves for the purposes of entitlement to future Sabbatical Leaves.
- B. **Less Than One Semester:** Special Educational Leaves of less than a semester in length will not be considered equivalent to a Sabbatical Leave.
- C. **Future Sabbatical Eligibility:** The return to full-time status following a semester-length (or greater) Special Educational Leave will initiate the beginning of a new six-year Sabbatical Leave eligibility cycle.

28.10 RETURN AGREEMENT

- A. **Salary:** An instructor granted a Special Educational Leave in accordance with provisions of the Education Code shall receive full credit for advancement on the salary schedule. (District Policy 6a, P.3.)
- B. **Seniority:** An instructor granted a Special Educational Leave in accordance with provisions of the Education Code shall receive full credit for advancement on the faculty seniority list.
- C. **Leave Report:** Within sixty (60) days following the completion of the Special Educational Leave, the individual will file a report with the Department Chair, Academic Affairs and the Board of Trustees detailing the accomplishments of the leave and plans for implementation.
- D. **Implementation Report:** A report evaluating the result of the first year of implementation of the resulting new curriculum or programs will be filed by the Department Chair to Academic Affairs and presented to the Board of Trustees.

- 28.11 TIME SCHEDULE:** All processes pertaining to this leave must be completed prior to the beginning of the Fall or Spring semester in which the leave is to be granted.

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