# Article VII LEAVES OF ABSENCE

# Section 5. Discretionary Leaves

#### B. Sabbatical Leaves

- 1. Length of Sabbatical Leave: Faculty may be granted a Sabbatical Leave for not less than one (1) semester nor more than two (2) consecutive semesters (which may be separated by a summer intersession) under the following conditions, and upon the recommendation of the Sabbatical Leave Committee and the approval of the Board of Trustees. If two (2) semesters are to be requested, both must be requested in the same application.
- 2. Purpose of Sabbatical Leave: A sabbatical leave is granted for the purpose of improving the value and quality of work in the for the students, the discipline and the District through enrichment of the faculty member's experiences and training.
- 3. Eligibility: The faculty member must have been employed full-time for at least six (6) consecutive years (or equivalent for contract faculty on less than full-time service) of full-time paid service, none of which may be while on sabbatical. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. A six (6) year (or equivalent) requirement must be met between any two (2) sabbaticals. The District may, at its discretion, require that a faculty member's health be approved by a physician. A sabbatical leave may be denied due to the lack of a suitable replacement or program/District needs. If a faculty member is denied a sabbatical leave because no replacement is available or because of the needs of the program/District, the faculty member shall receive priority consideration in subsequent years. A Sabbatical leave is not intended to supplement a paid or unpaid health leave.
- 4. Types of Sabbatical Leaves:
  - a. Formal study full-time student at an accredited institution.
  - ba. Occupational experience.
  - c. A combination of study and travel.
  - db. Creative work or original contribution to the faculty's educational field a discipline.
  - c. Coursework at an accredited institution.
  - ed. Research including travel.
  - fe. Combination of the above.

If travel is part of the approved sabbatical, the District is not responsible for travel costs and/or liabilities.

5. Applications: A call for proposals shall be made by October 15<sup>th</sup>. Applications must be made submitted in writing to the Vice-President of Instruction on approved forms not later than November 15 for sabbaticals commencing beginning the fall semester of the

following academic year-and not later than March 15 for sabbaticals beginning the spring semester of the following academic year. Requests for Sabbatical Leave shall be presented in written board reports to the Board of Trustees for their approval at the February board meeting. Applicants shall be notified by the District as to final action on their applications no later than March 1-for fall semester requests and no later than May 15 for spring semester requests.

- 6. The Sabbatical Leave Committee shall be chaired by the Vice President, Instructional Services and consist of an additional administrator designated by the Superintendent/President, three (3) faculty members appointed by the Academic Senate and three (3) faculty members appointed by the Guild. Representation of faculty on the committee shall include instructional and non-instructional faculty.
- 7. Should an application be denied by the committee due to lack of a suitable plan the applicant shall be given an opportunity to improve the plan with guidance from the Sabbatical Leave Committee. The applicant shall have one (1) opportunity to resubmit the application within two (2) weeks from the date of notification that the plan was not acceptable. If the faculty member's sabbatical application is denied upon resubmission of the plan, he/she may appeal the Sabbatical Committee's decision within 10 working days with the Superintendent/President who, in consultation with the Vice President of Instruction, shall consider the appeal.

## 8. Determination of Nominees:

- a. The Vice President, Instructional Services shall receive all requests for sabbatical leaves of absence.
- b. The Vice President, Student Services shall be informed of any request for a sabbatical leave from Student Services Faculty.
- c. Following the deadline for receipt of requests, an evaluation shall be made in terms of conditions established herein. Such evaluation is to be conducted by the Sabbatical Leave Committee.
- d. The Superintendent/President shall review the recommendations from the committee and forward the applications to the Board of Trustees with such recommendation as believed to be in keeping with the educational and financial needs of the District.
- e. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Committee, the Superintendent/President shall meet with the Vice President of Instruction prior to Board of Trustee approval to explain the reasons for the changes.
- f. The Board of Trustees, at its discretion, shall make the final decision. The Superintendent/President shall notify the applicant in writing as soon as the Board of Trustees has acted on the proposal.
  - i. If the Board of Trustees rejects the applicant's request, the applicant shall be informed in writing of the rejection and the reasons for rejection.

- 9. Conditions for Determining Nominees: The nomination of candidates for sabbatical leaves shall be governed by the following factors in the order listed:
  - a. Eligibility for Sabbatical Leave as defined in this article.
  - b. Relative merits of the proposed project.
  - c. Potential of future service to the District and students.
  - d. History of previous discretionary leaves (normally priority of selection shall be given applicants who have not had a sabbatical or other discretionary leave in the District).
  - e. Seniority
- 10. For each academic year, the equivalent of six (6) full-time leaves may be budgeted by the District.

# 11. Compensation:

- a. During the academic year, a faculty member on sabbatical leave shall receive compensation equivalent to 75%80% of the regular placement on the instructor's basic salary schedule (excluding extra compensation of any type) that he/she would have received had he/she been on duty, and shall receive health and welfare benefits at the same level as he/she would have received had he/she been employed on a regular basis.
- b. Each semester of sabbatical leave shall constitute a half-year's service for salary increment purposes.
- 12. A Sabbatical Leave shall not be used concurrent with any other discretionary leave.
- 13. As a condition of being granted a sabbatical leave of absence, the faculty member shall agree in writing to return to duty in the District following the expiration of the leave of absence for a period of service equal to twice the period of the granted leave. (Appendix 'F')
- 4413. Should the faculty member fail to honor the written agreement to return to work for the period outlined above at the end of the sabbatical leave, then the faculty member shall return to the District a sum of money equal to the adjusted base salary received during the period of the sabbatical leave of absence. The faculty member shall pay for legal expenses that may result should the faculty member fail to comply with the items above.
- 1514. If the faculty member fails to honor this written agreement complete the sabbatical because of serious or debilitating injury or illness as certified by a licensed physician and results in the termination of District employment, then the District shall relinquish all claims to recover sabbatical leave pay.
- 16. Additional Compensation:
  - a. Additional compensation which is received by the faculty member from sources other than the District during the period of the sabbatical leave, and which is in

excess of the faculty member's regular base salary, may be deductible from the leave salary paid by the District. Additional assistance from recognized sources of aid to study, research, complete coursework, and travel, such as scholarships, shall not constitute additional compensation.

- b. A faculty member on sabbatical leave may work for the District at the contract rate up to the limit of his/her base salary, provided the assignment is approved by the appropriate Vice-President and the time worked does not interfere with the purpose of the sabbatical. However the rigor associated with a sabbatical leave precludes a faculty member from working an overload assignment. A faculty member may not exceed 100% of his/her base loadwork for the District during the period of the approved sabbatical leave without approval of the appropriate Vice President.
- c. Load banking may be combined with a Sabbatical Leave, but the combination shall not exceed 100% of a faculty member's base compensation.
- 16. A progress report shall be submitted to the Office of the Vice President, Instruction midway through the sabbatical in compliance with standards established by the Sabbatical Review Committee.
- 17. Report Description, Evaluation and Presentation
  - a. Upon completion of a sabbatical leave, the faculty member shall submit a written report to the Sabbatical Leave Committee prior to October 1 of the year of return from leave-(March 1 in the case of a fall semester sabbatical). The report shall be completed in compliance with the standards established by the Sabbatical Review Committee. The report shall be typed and consist of a minimum of three (3) pages which summarize the activities of the sabbatical leave, including the benefits to the District, description of the project and how it was accomplished in accordance with the approved proposal. The original proposal, the sabbatical agreement, and official transcripts (if applicable) should be attached. Other material produced as part of the leave should be available to the Sabbatical Leave Committee. The committee may request further information concerning the report from the faculty member, who may choose to attend a committee meeting to provide the clarification.
  - b. The Sabbatical Leave Committee shall review and evaluate the sabbatical leave report.
    - 1. If, in the judgment of the committee, the faculty member failed to satisfactorily complete the agreed upon project, provide a satisfactory report or submit the report by October 1<sup>st</sup>, the committee shall provide an opportunity for the faculty member to complete the approved project/report within a reasonable timeframe not to exceed four (4) months.
    - 2. Should the committee determine that the project and report have not been satisfactorily completed by the start of the Spring semester, the committee will send a written evaluation to the Superintendent/President who may then recommend to the Board of Trustees that appropriate disciplinary and/or punitive action be taken which may include but not be limited to repaying the district for the incomplete portion of the work.

- 3.If the Superintendent/President disagrees with the decision, he/she shall consult with the committee before making a final recommendation to the Board of Trustees.
- 4. The faculty member has the right to meet with the Board in closed session to discuss any possible action. All decisions shall be in writing with specific reasons given and with copies provided to the faculty.
- c. The Superintendent/President shall present the written reports of committeeapproved sabbaticals to the Board of Trustees for their acceptance-at the November meeting (or April meeting when applicable).
- d. An oral summary of the sabbatical may be requested by the faculty member, the President/Superintendent or the Board of Trustees and may be given by the faculty at this same meeting. A copy of the written report will be available in the Office of the Superintendent/President.

#### 18. Withdrawal from Sabbatical Leave

- a. In an emergency situation, a faculty member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than thirty (30) calendar days prior to the beginning of the semester or year of sabbatical leave.
- b. A faculty member who commences the prescribed sabbatical leave and subsequently becomes ill for longer than ten 10 days before the leave has been completed, may request that the Sabbatical leave be terminated and that he/she be placed on paid sick leave/health leave, provided the faculty member would have been entitled to sick leave had the faculty member not been on Sabbatical Leave, within the following provisions:
  - i. The illness is such that had the faculty member been working, the faculty member would have been absent on sick leave.
  - ii. The illness is substantiated by the faculty member, who shall provide relevant supporting documentation from a licensed physician to the DistrictOffice of Human Resources within 10 days of becoming ill.
  - iii. If the request is made verbally, it must be made to the Office of Human Resources and the appropriate Vice President prior to the end of the working day, which constitutes the last day of sabbatical leave for the faculty.
  - iv. If the request is made in written form, it must carry a postmark dated on or before midnight of the working day which constitutes the last day of sabbatical leave for the faculty member. Written requests must be mailed to the faculty member's immediate supervisor, the appropriate Vice-President and the Office of Human Resources.
  - v. If the request is emailed, it must be received prior to the end of the working day which constitutes the last day of sabbatical leave for the faculty member and copies must be sent to the faculty member's immediate supervisor, the appropriate Vice-President and the Office of Human Resources.

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19. Any substantive change in the approved sabbatical project must be approved by the Sabbatical Leave Committee at least sixty (60) days prior to the effective date of the leave change. Written approval of the change will be issued by the Vice-President of Instructional Services. Changes to the sabbatical project made without approval of the Sabbatical Leave Committee will be grounds for termination of the sabbatical.

Agreed On: 11/13/19	
Daven Laur	Ron New
Darren Leaver, Chief Negotiator	Ron Nakasone, Chief Negotiator
Glendale College Guild	Glendale Community College District

### Article VI

#### Section 23. Flex Hours

- 1. Every academic year faculty shall engage in activities aimed at professional development for a specified number of "flex" hours as part of their regular assignment.
  - a. Each contract faculty member assigned a full workload, with no release time or leave, shall be responsible for 15 "flex" hours-per-semester worked.
  - b. Each contract faculty member assigned less than a full workload, or granted release time or leave, shall be responsible for a pro-rated amount of 15 "flex" hours-persemester worked.
  - c. Each adjunct faculty member shall be responsible for "flex" hours that amount to half the number of worked hours (not including office hours) in their regular weekly assignment for that semester. Adjunct faculty are responsible for completing "flex" hours for every semester worked.
- 2. Flex activity shall not overlap with any accountable hours during the regular school term or special assignment for which the faculty member is regularly compensated. An employee may obtain flex credit for on-campus presentation and/or staff development workshops provided these activities are in addition to his or her on-campus work obligations.
- 3. The procedures for approval of flex hours are delineated in the Flex <u>document Manual</u>. The Staff Development Committee shall form a separate committee of faculty known as the Flex Committee tasked with the review of Flex Completion Forms.
- 4. Every academic year, each faculty member shall submit a Flex Completion Form to the Office of Staff Development Flex Committee by May 15th of that same academic year of the year, or June 15<sup>th</sup> of the year, if any completed flex activities occurred in the month of May. The Flex Completion Form shall then be reviewed by the Flex Committee. The Flex Completion Form shall indicate in which types of qualifying activities the faculty member already completed, the number of hours for each "flex" activity, and verification of these claims. The Flex Completion Form shall also indicate any planned flex activities to be completed and verified between May 15<sup>th</sup> and June 30<sup>th</sup>. A minimum of 50% of the hours submitted by contract faculty must be directly related to the faculty member's assigned work areas.
- 5. By May 25, each faculty member for whom the Office of Staff Development did not receive a Flex Completion Form on or before the May 15 deadline shall be notified and given until June 30<sup>th</sup> to submit their completed form to the Office of Staff Development. However, Flex Completion Forms submitted between May 15 and June 30 may not be

- modified or amended to address any shortcomings identified during the Flex Committee review. Those faculty members who do not submit their completed flex forms by June 30<sup>th</sup> will be considered to have not fulfilled their flex hour obligation.
- 6. By June 15<sup>th</sup> each faculty member that submitted a Flex Completion Form by the May 15<sup>th</sup> deadline shall receive notification from the Flex Committee only if additional work or verification (includes planned flex activities) is required. Each of these faculty members shall be provided an opportunity to address and submit verification for any identified shortcomings until June 30<sup>th</sup> of that year. However, faculty members submitting these late verification materials forego the opportunity for the Flex Committee to immediately verify the completion of activities. Therefore, verification of Flex activities occurring between May 15<sup>th</sup> and June 30<sup>th</sup> may not occur until the Flex Committee next meets in September. Additional activities and verifications will not be accepted after June 30th. For those faculty members who submitted their Flex Completion Form by the May 15<sup>th</sup> deadline and notification has have not been received a notification from the Flex Committee by June 15<sup>th</sup>, the flex obligation shall be deemed complete for that academic year.
- 7. If a faculty member does not submit their Flex Completion Form by the appropriate deadline, the District may defer deduct the equivalent of one week of that faculty member's salary. The Flex Committee shall review all late verification forms and inform the faculty member of their Flex status by September 30 of the new academic year. If, in the opinion of the Flex Committee, a faculty member has not submitted verification of having completed qualifying "flex" activities for their required number of hours, the District may commence the process leading to the deduction of defer a pro-rated amount of one week of that faculty member's salary. One week salary represents proportion of the obligation for which the faculty member has been judged not to have provided verification of the qualifying activities. Adjunct faculty or with assigned leaves or release time shall have the appropriate pro-rated portion of salary deferred deducted.
- 8. In the case of a planned salary deferral deduction, the faculty member shall be notified no later than September 15<sup>th</sup>. receive the deferred pay if they and shall have an opportunity to provide verification of completion remedy the cause of the deferral deduction by June 30<sup>th</sup> September 30<sup>th</sup>. If the faculty member has not remedied the cause off the deferral deduction by June 30<sup>th</sup> September 30<sup>th</sup>, the employee shall forfeit the deferred salary amount district shall make the appropriate deduction in the faculty member's November paycheck. Amounts needing to be repaid by faculty not successfully fulfilling their flex obligation shall be deducted on the faulty member's next available pay check. In the event the faculty member is not returning to work, the deduction may be made on any

outstanding obligation to the faculty member, including but not limited to load bank pay, compensatory time pay or district retiree benefits.

Agreed on: 11/13/14

Darren Leaver, Chief Negotiator

Glendale College Guild

Ron Nakasone, Chief Negotiator

Glendale Community College District

# SIDE LETTER AGREEMENT BETWEEN GLENDALE COMMUNITY COLLEGE AND THE GLENDALE COLLEGE GUILD

#### NON-CREDIT LOAD INCREASE

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Glendale College Guild

To provide time for the development of effective tracking of adjunct faculty assignments, the above-referenced parties agree to temporarily increase the load in Non-Credit English as a Second Language – Continuing Education from 21 to 22, and in Business Computers – Continuing Education, Business Office Skills – Continuing Education, and Developmental Skills – Continuing Education from 24 to 25 for the Spring 2015 and Fall 2015 semesters. For these two semesters full-time contract faculty in these subject areas shall earn banked time of one (1) load hour per semester. These load hours shall not count towards the current limit of banked time. Immediately after the Fall 2015 semester the load for these affected subject areas shall revert back to 21 and 24, respectively, and the associated banked time accrual shall end. During this time period, intersession pay shall remain as before, calculated on the B-21 and B-24 Schedules.

DATE: /0//3/14	
	Our Mrs
Danin Fear	17017100
Darren Leaver, Chief Negotiator	Ron Nakasone, Chief Negotiator

Glendale Community College District

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# APPENDIX C WORK YEAR – FACULTY 2015 – 2016

MONTH		TOTAL
First		
	8/31/2015 thru 9/30/2015	
	Non-working day: 9/7	22 days
Second	10/1/2015 thru 10/31/2015	22 days
	11/1/2015 thru 11/30/2015	
Third	Non-working days: 11/9 and 11/26 thru 11/28	18 days
Fourth	12/1/2015 - 12/31/2015	12 days
Fourth	Non-working days: 12/17 thru 12/31	12 days
Fifth	Winter Intersession: 1/4/2016 thru 2/11/2016 Non-working days: 1/18 and 2/12	0 days
	2/16/2016 thru 2/29/2016	
Sixth	Non-working day: 2/15	10 days
Seventh	3/1/2016 thru 3/31/2016 Non-working day: 3/31	22 days
F: 1.0	4/1/2016 thru 4/30/2016	40.1
Eighth	Non-working days: 4/11 thru 4/16	16 days
	5/1/2016 thru 5/31/2016	
Ninth	Non-working day: 5/30	21 days
Tenth	6/1/2016 thru 6/8/2016 Graduation 6/8/2016, 7 p.m.	6 days

Total 149 Instructional Days (M-F)

Total Work Days: 154 days, including the five flex days on June 13 - 17, 2016

The September 11, 2015 Institute Day is a mandatory flex activity on campus.

Class grades are due 7 days, whether they are days that the college is open or not, after the last final exam day for the term in which the class is offered.

The following general principle applies to compressed calendar assignments:

Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

#### COUNSELOR WORK YEAR 190 DAYS SCHEDULING

#### Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety 190 days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

# Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

# Section 3. Additional 21- Day Summer Block

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

# Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above. Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester. Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

# Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict.

# Appendix D DIVISION CHAIR CALENDAR REGULATIONS

# **Generic Division Chair Work Year Calendar\***

The Division Chair Work Year is composed of 201 work days as previously negotiated. These 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	2324
h) The last full week of the summer session worked; which may varying depending if there is one 6-week session or two 5-week sessions. [4 or 5]	2729
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variable each year. [147-153]	174182
j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of 26 half days or 13 whole days. [13]	187195
k) Division Chairs will work the remaining days owed to complete their annual commitment of 201 days per year during times mutually agreed upon with the Vice President of Instruction. [8-14]	201

<sup>\*</sup>Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

**Notes:** 1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less that 80%

<sup>\*\*</sup>The number of days worked at the end of the winter session are negotiable.

RT shall substitute flex time for days in "k" category at a rate of 20% = one day.

2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation. When the college offers two 5-week summer sessions, the district will provide 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

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# **Tentative Agreement**

Effective June 22, 2015, the Glendale College Guild and the Glendale Community College District, in order to implement this agreement concerning the 2015-16 work year, agree to replace Appendices C and D in their collective bargaining agreement with the preceding updates.

The first summer session shall begin on June 22, 2015 and end on July 24, 2015 (with July 3, 2015 being a non-working day). The second summer session, if scheduled, shall begin on July 27, 2015 and end on August 28, 2015.

Negotiations regarding the 2016-17 and 2017-18 work years will commence in the Spring, 2015 semester, and these items will not count towards the limit on the number of re-openers to the 2015-18 collective bargaining agreement.

DATE: 10/13/19

Darren Leaver, Chief Negotiator

Glendale College Guild

DATE: 10/13/19

Ron Nakasone, Chief Negotiator

Glendale Community College District