Sabbatical/Professional Development Leave Request Form

Print Full Name (Last, First, MI): Click or tap here to enter text.

Full-Time Employment Date: Click or tap here to enter text.

Department/Program: Click or tap here to enter text. Position: Click or tap here to enter text.

Date of Previous Sabbatical or Professional Leave: Click or tap here to enter text.

Date Leave is to Commence: Click or tap here to enter text.

Semester(s): Click or tap here to enter text.

Length of Requested Leave (check one):  1 Semester or  2 Semesters

**Purpose**

The purpose of a Sabbatical/Professional Development Leave is to provide for professional growth of the bargaining unit member that is not possible while fulfilling the obligations of a full-time appointment. Sabbatical /Professional Development Leaves may be granted for advanced study, research, writing, or cognate pursuits, resulting in achievement which will contribute to the professional effectiveness of the faculty member and will significantly benefit the College.

**Eligibility**

A bargaining unit member is eligible for consideration for Sabbatical/Professional Development Leave if, as of February 1 preceding the academic year for which the leave is sought, the member:

1. Is a full-time employee in the bargaining unit currently and actively employed (not on leave of absence or layoff);
2. Has completed at least six years of full-time service to the College;
3. Has performed at least 192 workload hours (equivalent to 8,304 clock hours) for the College within the preceding seven academic years; and
4. Has not been on Sabbatical/Professional Development Leave within the preceding six academic years.

**Application Process**

Not later than November 15 of the academic year preceding the academic year for which the leave is sought, the member shall submit a draft of the application materials to the member’s Dean or Designee. The materials to be submitted include:

1. A completed “Sabbatical/Professional Development Leave Request Form;”
2. A statement of the purpose(s) of the Sabbatical/ Professional Development Leave including the activities to be undertaken with timelines for completion in order to achieve the purpose(s);
3. A method of evaluating the accomplishment of the stated objective(s);
4. A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the bargaining unit member;
5. A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the College (independent of the faculty member’s professional growth);
6. A description of any contract, grant, or fellowship related to the Sabbatical/Professional Development Leave, including the nature of the contract, grant, or fellowship; the approximate time requirements on the part of the applicant; and the dollar amount of any such contract, grant, or fellowship; and
7. A signed agreement that:
   1. If the member receives a Sabbatical/Professional Development Leave, the member shall return to the College for a period of one year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period.
   2. A faculty member granted a Sabbatical Leave/Professional Development Leave shall be responsible for accomplishment of the stated objectives of the leave. Thirty days upon expiration of the leave, the faculty member shall provide a written report to the Committee, along with such other documentation as the College-wide Committee may desire, so that the Committee may evaluate the success of the leave and provide a written report to the President. Failure to comply will result in $270.00 deducted from the member’s pay each pay period in which the member is out of compliance.
   3. The above will be contained in a promissory note, signed and dated by the member.

Revised Final Draft must be submitted to the Dean or designee by **January 5th** for recommendations.

Final Draft must be submitted to College Human Resources Department by **January 25th**. All completed requests will be distributed and reviewed by the Sabbatical/Professional Development Committee.

**Working for LCC While on Sabbatical**

A bargaining unit member on approved Sabbatical/Professional Development Leave shall not render service for compensation for the College except with the written authorization of the Provost or the Provost’s designee. Approval of the Provost should be obtained prior to the offer of a work assignment during the Sabbatical Leave. In this connection, approved applicant’s will receive their regular base salary while on Sabbatical Leave; and advance approval of the Provost will be required for performing additional work for the College, and for additional compensation, in conformance with the LCC-MAHE collective bargaining agreement, which would be overload.

**ORS Credit While on Sabbatical**

Michigan Public Act 92 of 2017, prohibits accrual or purchase of service credit for time spent on Sabbatical / Professional Development Leaves of Absence. This legislation supersedes provisions of the LCC/MAHE collective bargaining agreement regarding accrual and purchase of service credit.

**Full Text of Sabbatical/Professional Development Leave**

The LCC/MAHE labor agreement contains a full description of the processes and responsibilities of a sabbatical leave of absence. This text can be found in Article XXIII.C. A copy of the text is included with this request form.

I certify that I meet all the requirements to apply for a sabbatical leave and that I have thoroughly reviewed the processes and requirements of said leave.

**Requester’s Signature:** Click or tap here to enter text. **Date:** Click or tap to enter a date.

**Dean/Designee**

The initial draft Request for Sabbatical Form and all materials must be received by the Dean/Designee by November 15 of the year preceding the academic year for which the leave is sought.

If requested, the Dean/Designee and member shall meet to discuss the plan and possible improvement to the application materials.

Not later than January 5, the member will submit a revised final draft to the Dean/designee, if applicable.

By January 15, the Dean/designee will review the revised final draft and may submit a recommendation on the application, together with written explanation, and deliver it to the member, with a copy to the Sabbatical/Professional Development Committee.

My signature below indicates that the initial request for sabbatical leave of absence was received by me by November 15.

Further, I have reviewed the request for Sabbatical/Professional Development Leave and recommend that my comments and/or suggestions be forwarded to the Sabbatical Leave Committee for their consideration.

**Dean/Designee Comments:** Click or tap here to enter text.

**Dean’s Signature:** Click or tap here to enter text. **Date:** Click or tap to enter a date.

2016-2020 LCC/MAHE Contract Language

# C. Sabbatical/Professional Development Leave

1. Purpose

The purpose of a Sabbatical/Professional Development Leave is to provide for professional growth of the bargaining unit member that is not possible while fulfilling the obligations of a full-time appointment. Sabbatical /Professional Development Leaves may be granted for advanced study, research, writing, or cognate pursuits, resulting in achievement which will contribute to the professional effectiveness of the faculty member and will significantly benefit the College.

2. Eligibility to Apply

A bargaining unit member is eligible for consideration for Sabbatical/Professional Development Leave if, as of February 1 preceding the academic year for which the leave is sought, the member:

a. Is a full-time employee in the bargaining unit currently and actively employed (not on leave of absence or layoff);

b. Has completed at least six years of full-time service to the College;

c. Has performed at least 192 workload hours (equivalent to 8,304 clock hours) for the College within the preceding seven academic years; and

d. Has not been on Sabbatical/Professional Development Leave within the preceding six academic years.

3. Process

a. Notice

No later than September 15 each academic year, the College Human Resources Department will notify all full-time bargaining unit members of the deadline for submitting applications and reference this Article for Sabbatical/Professional Development Leave.

b. Pre-Application

Prior to November 15 of the year preceding the academic year for which the leave is sought, the member shall meet with the member’s administrative supervisor and other members of the program or department. The purpose of this meeting is to assist the member in formulating a mutually beneficial leave proposal. Discussion should include:

1) The purpose(s) of the proposed leave;

2) The timing of the proposed leave and its impact on the program or department;

3) The value of the proposed leave to the member and the program or department;

4) The burden(s) of the proposed leave on the program or department.

c. Application Process

1) Not later than November 15 of the year preceding the academic year for which the leave is sought, the member shall submit a draft of the application materials to the member’s Dean or designee. The materials to be submitted include:

a) A completed “Sabbatical/Professional Development Leave Request Form;”

b) A statement of the purpose(s) of the Sabbatical/ Professional Development Leave including the activities to be undertaken with timelines for completion in order to achieve the purpose(s);

c) A method of evaluating the accomplishment of the stated objective(s);

d) A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the bargaining unit member;

e) A statement of the benefits and value of the Sabbatical/ Professional Development Leave to the College (independent of the faculty member’s professional growth);

f) A description of any contract, grant, or fellowship related to the Sabbatical/Professional Development Leave, including the nature of the contract, grant, or fellowship; the approximate time requirements on the part of the applicant; and the dollar amount of any such contract, grant, or fellowship; and

g) A signed agreement that, if the member receives a Sabbatical/Professional Development Leave, the member shall return to the College for a period of one year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period, together with a signed promissory note reflecting this refund obligation.

2) If requested, the Dean or designee and member shall meet to discuss the plan and possible improvement to the application materials.

3) Not later than January 5, the member may submit a revised final draft to the Dean or designee.

4) By January 15, the Dean or designee will review the revised final draft and may submit a recommendation on the application, together with written explanation, and deliver it to the member, with a copy to the Sabbatical/Professional Development Committee.

d. Not later than January 25, the member shall submit the final draft of the completed application materials to the Human Resources Department, which will distribute copies thereof to the members of the Sabbatical/Professional Development Committee.

e. The Sabbatical/Professional Development Committee shall consist of:

• Five bargaining unit members

• Two administrators

• Two alternates (one bargaining unit member, one administrator) who will serve as active members when needed for a quorum.

In the event a member of the Sabbatical/Professional Development Committee requests a Sabbatical/Professional Development Leave, that person shall withdraw his/her membership from the Sabbatical/Professional Development Committee prior to the submission of the request and for the duration of the Sabbatical/Professional Development Leave, if approved.

f. The Sabbatical/Professional Development Committee shall review, score, and rank each Sabbatical/Professional Development Leave request based on relevant criteria, including but not limited to, the following:

1) The merit of the application;

2) The extent to which the request states specific deadlines and measurable educationally constructive objectives;

3) The extent to which a leave will have positive impact on the quality of instruction or service at the College through the bargaining unit member’s increased competence and/or improved instructional techniques;

4) The extent to which a leave will, independent of impact on the bargaining unit member, measurably benefit the College by supporting its curricula, mission and initiatives and improving student success;

5) Reasonable and equitable distribution of leaves across the College;

6) Contributions of the applicant to the College;

7) Length of service and employment history of the applicant;

8) The quality and timeliness of any reports and other work produced by the applicant while on a previous Sabbatical/Professional Development Leave.

g. The Sabbatical/Professional Development Committee may request additional or supplemental information from applicants and others in order to better evaluate Sabbatical/Professional Development Leave requests. The Sabbatical/Professional Development Committee shall have the prerogative to hold conferences with applicants.

h. Not later than March 24, the Sabbatical/Professional Development Committee shall provide the Human Resources Department, the College President, the Provost, and the Board of Trustees with a written report, signed by a majority of its members, containing:

1) A recommendation for or against approval of each application, together with a brief explanation of the reasons for the recommendation;

2) The rank order of each application based on the criteria described in Subsection 3.f. above; and

3) A copy of the materials considered by the Sabbatical/Professional Development Committee in reaching its decision.

i. Not later than March 24, the Sabbatical/Professional Development Committee will provide a copy of individual recommendations and the reasons for the recommendation to the bargaining unit member who submitted the application.

j. Prior to the April meeting of the Board of Trustees, the President will review the report and recommendations submitted by the Sabbatical/Professional Development Committee. The President will endorse any Committee recommendation the President supports and deliver a written report on all recommendations, together with explanatory comments, to the Board of Trustees for consideration and action.

k. The member will receive a copy of the President’s decision and written report on their individual Sabbatical/Professional Development application, together with explanatory comments.

l. Not later than April 30, the Board of Trustees will exercise its authority to make the final decision on granting Sabbatical/ Professional Development Leaves.

4. Terms and Conditions of Sabbatical/Professional Development Leaves

a. Duration and Compensation

1) The duration of a Sabbatical/Professional Development Leave shall not exceed two consecutive semesters (Fall and Spring).

2) The compensation of a bargaining unit member on an approved Sabbatical/Professional Development Leave:

a) One semester (Fall or Spring) shall be the member’s base salary for the semester, subject to adjustments as provided in Subsection 4.a.4) or 4.a.5) below.

b) Two semesters (Fall and Spring) shall be one-half the member’s base salary for the academic year, subject to adjustment as provided in Subsection 4.a.4) or 4.a.5) below.

c) Benefits shall be maintained for the duration of the Sabbatical/Professional Development Leave as provided in applicable sections of this Agreement, except as otherwise required by applicable law or regulation.

3) A bargaining unit member on approved Sabbatical/Professional Development Leave shall not render service for compensation for the College except with the written authorization of the Provost or the Provost’s designee.

4) No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere, and a member on Sabbatical/Professional Development Leave shall not render service for compensation in another institution or enterprise without prior written approval of the Provost or the Provost’s designee. Provided full disclosure is made in the application materials, this condition does not preclude retention of pre-existing employment (whether or not related to the objectives of the Leave), or acceptance of a contract, grant, or fellowship that materially aids the Sabbatical/Professional Development Leave. Violation of any condition of this subsection may lead to immediate suspension of the sabbatical pay and may result in disciplinary action.

5) If a member accepts a contract, grant, or fellowship in connection with the Sabbatical/Professional Development Leave, the proceeds may be expended on documented, reasonable, and necessary expenses incurred for the Sabbatical/Professional Development Leave. Any remaining proceeds shall be retained by the member, provided the amount retained plus the member’s compensation from the College shall not exceed the member’s base salary for the term of the Sabbatical/Professional Development Leave. The member shall refund any overpayment to the College.

b. Completion of Approved Sabbatical/Professional Development Leave

1) A bargaining unit member granted a Sabbatical/Professional Development Leave shall be responsible for timely accomplishment of the stated objectives of the Sabbatical/ Professional Development Leave.

2) Each bargaining unit member approved for a Sabbatical/ Professional Development Leave shall meet with a member of the committee at least one month prior to the commencement of the leave. The purpose of the meeting will be to prepare a Pre-Sabbatical/Professional Development Leave Report signed by both the bargaining unit member and the committee member, which restates the objectives of the leave with requirements and timelines for any required interim and/or final reports.

3) Any bargaining unit member on Sabbatical/Professional Development Leave shall not be required to attend any College functions during the duration of his/her Sabbatical/Professional Development Leave unless the employee performs other compensated work for the College during such leave.

4) If, during the term of the Sabbatical/Professional Development Leave, circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be unable to accomplish the stated objectives of the Sabbatical/ Professional Development leave within the established timelines, the bargaining unit member shall meet with the Sabbatical/Professional Development Committee to agree upon alternate objectives or timelines. Any such alternate objectives shall be subject to approval or rejection by the Provost or designee.

c. Upon completion of the Sabbatical/Professional Development Leave:

1) The bargaining unit member shall provide a written report to the Sabbatical/Professional Development Committee and to the College Human Resources Department, along with such other documentation as the Sabbatical/Professional Development Committee may desire, establishing the satisfactory completion of the stated objectives of the Sabbatical/Professional Development Leave. Such materials shall be provided within 30 days of the end of the Sabbatical/Professional Development Leave, unless otherwise provided in the approved Sabbatical/Professional Development Leave application or by written authorization of the Provost or the Provost’s designee. If a member fails to comply with the requirements of this provision, $270.00 will be deducted from the member’s pay for each pay period in which the member is out of compliance, and such amount will be contributed by the College to the LCC Foundation.

2) The Sabbatical/Professional Development Committee will evaluate the success of the Sabbatical/Professional Development Leave in light of the materials submitted.

3) The Sabbatical/Professional Development Committee will promptly provide the President or the President’s designee with a written evaluation of each Sabbatical/Professional Development Leave, signed by a majority of the members of the Sabbatical/Professional Development Committee.

4) The College may require the bargaining unit member to present an overview of the Sabbatical/Professional Development Leave and its outcomes to the Board of Trustees or at program, department, or division meetings or in other appropriate venues.

d. After completion of the Sabbatical/Professional Development Leave:

1) Upon return from Sabbatical/Professional Development Leave, a bargaining unit member shall be placed at the same position on the compensation schedule(s) as the member would have held if the member had not been on Sabbatical/Professional Development Leave.

2) The bargaining unit member who receives a Sabbatical/ Professional Development Leave shall return to the College for a period of one year of active employment or shall refund on a prorated basis the full compensation (including costs of employee benefits and expenses) attributable to the Sabbatical/Professional Development Leave period.

3) If circumstances beyond the control of the bargaining unit member and the College cause the bargaining unit member to be temporarily unable to complete the required year of active employment following the Sabbatical/Professional Development Leave, the bargaining unit member shall meet with the Provost or designee to discuss alternate timelines, which may be established at the discretion of the Provost or designee. If a member returns to employment at the College following the Sabbatical/Professional Development Leave but is approved for MPSERS or Social Security disability retirement prior to being able to fulfill the one year return requirement, the promissory note will be forgiven.

4) If the bargaining unit member fails to return to the College and fails to refund the salary and benefits, the Association and the College will meet with the bargaining unit member to encourage voluntary compliance. If the bargaining unit member still refuses to comply, the College may enforce the refund obligation through any lawful means.

5) If the bargaining unit member is laid off or terminated other than for cause, the promissory note will be forgiven.

6) During a Sabbatical/Professional Development Leave, the College will deduct from the member’s pay an amount equal to the normal employee MPSERS contribution. Retirement credit for Sabbatical/Professional Development Leave will be paid by the College after the bargaining unit member returns to work for one year following the leave, provided the bargaining unit member timely makes any required application for credit and submits the billing to the College. Bargaining unit members participating in a Sabbatical/Professional Development Leave will not be disadvantaged in their retirement plan as a result of such participation, subject to State law and regulations.