

# SABBATICAL LEAVE AGREEMENT

4050

The parties to this Agreement are (Name of Faculty Member) and the Board of Trustees of Danville Area Community College, Illinois Community College District No. 507 (hereinafter referred to as the "Board").

## WITNESSETH

WHEREAS, (Name of Faculty Member) is a full-time faculty member who has been employed by the Board for six or more consecutive years; and

WHEREAS, (Name of Faculty Member) has submitted an application for a sabbatical leave pursuant to Section 13.6 of the collective bargaining agreement between the Board and the Danville Area Community College Education Association, IEA-NEA (hereinafter referred to as the "Association"); and

WHEREAS, (Name of Faculty Member) is a member of the bargaining unit represented by the Association and is covered by the aforesaid collective bargaining agreement between the Board and the Association; and

WHEREAS, Section 13.6 of the collective bargaining agreement between the Board and the Association authorizes the Board to enter into this Agreement with (Name of Faculty Member);

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth and for each act done pursuant to this Agreement, (Name of Faculty Member) and the Board hereby agree as follows:

1. Term of Leave. Subject to the remaining provisions of this agreement, (Name of Faculty Member)'s sabbatical leave shall commence on (date) and shall end on (date).
2. Notice of Change in Conditions Prior to Commencement of Leave. Prior to (date) if (Name of Faculty Member) becomes aware of any circumstances or conditions which may adversely affect **his/her** ability to fulfill any or all of (Name of Faculty Member)'s obligations as described under Paragraph 3 of this Agreement, then (Name of Faculty Member) shall immediately, but no later than seven (7) calendar days, notify the Danville Area Community College President (hereinafter referred to as the "President") in writing of such matter. The

College President, on behalf of the Board, upon receipt of such notice from (Name of Faculty Member), shall have the option of terminating this Sabbatical Leave Agreement.

If (Name of Faculty Member) fails to notify the College President of any change in circumstances or conditions prior to the commencement of **his/her** sabbatical leave which may adversely affect (Name of Faculty Member)'s ability to fulfill **his/her** obligations under Paragraph 3 of this Agreement, then (Name of Faculty Member)'s failure to so notify the President shall constitute a breach of this Agreement.

3. (Name of Faculty Member)'s Obligations During Term of Sabbatical Leave.

During the term of **his/her** sabbatical leave, the parties expressly agree that (Name of Faculty Member) shall be obligated to:

*(Clearly and specifically delineate all of the faculty member's duties and obligations during the term of the leave, including but not limited to a description of specific tasks which the faculty member shall perform, any time deadlines and any obligation of the faculty member to report on his/her progress during the term of the sabbatical leave. This section will necessarily be tailored to the specific terms which the Board desires to impose during the term of any individual sabbatical leave.)*

4. Change in Conditions During Term of Leave. If, during the term of (Name of Faculty Member)'s sabbatical leave, **he/she** becomes aware of any circumstances or conditions which may adversely affect **his/her** ability to fulfill **his/her** obligations under Paragraph 3 of this Agreement, then (Name of Faculty Member) shall immediately notify the College President, in writing, of such matter. Upon receipt of such notification, the College President, on behalf of the Board may approve a modified sabbatical leave or may cancel the remaining term of (Name of Faculty Member)'s paid sabbatical leave. Should the College President cancel the remaining term of (Name of Faculty Member)'s sabbatical leave, then the Board shall be under no obligation to employ (Name of Faculty Member) until the start of the next regular academic semester excluding summer school. Alternatively, the Board may, at its discretion, assign (Name of Faculty Member) to perform other duties during the remaining term of the sabbatical leave, in which event (Name of Faculty Member) shall continue to be compensated at **his/her** regular salary.

If (Name of Faculty Member) learns of circumstances or conditions during the

term of **his/her** paid sabbatical leave which may adversely affect **his/her** ability to fulfill **his/her** obligations under Paragraph 3 of this Agreement, but fails to immediately, but no later than seven (7) calendar days, notify the College President of such matter, then (Name of Faculty Member)'s failure to provide such notification to the College President shall constitute a breach of this Agreement.

5. Compensation During Term of Sabbatical Leave. Subject to the other provisions of this Agreement, the Board shall pay (Name of Faculty Member) the following salary during the term of the sabbatical leave: 100% of **his/her** regular salary for a one semester leave. In addition, during the term of (Name of Faculty Member)'s paid sabbatical leave, **he/she** shall be eligible to continue to participate in the group health insurance program and the State University Retirement System Program, under the terms and conditions described in the collective bargaining agreement between the Board and the Association, as the same may be changed or renegotiated between the Board and the Association during the term of this Agreement. Absent any breach of this Agreement by (Name of Faculty Member), **he/she** shall be entitled to the same annual salary increase provided to other full-time faculty members, if any, with acceptable performance during the term of the sabbatical leave, and the term of (Name of Faculty Member)'s sabbatical leave shall be included for purposes of determining seniority.

6. Duty to Report Upon Completion of Leave. Upon completion of the sabbatical leave, and prior to return to duty, (Name of Faculty Member) shall submit to the College President a full and complete written report describing the manner in which **he/she** fulfilled **his/her** objectives under Paragraph 3 of this Agreement, the benefit of the sabbatical leave to **his/her** professional development and such other information as the College President may require to enable **him/her** to determine whether (Name of Faculty Member) fulfilled **his/her** obligations under Paragraph 3 of this Agreement. (Name of Faculty Member)'s failure to provide such report and/or (Name of Faculty Member)'s failure to provide such reasonable additional information as the College President may request shall constitute a breach of this Agreement by (Name of Faculty Member).

7. (Name of Faculty Member)'s Obligation to Remain Employed Following Completion of Sabbatical Leave. If (Name of Faculty Member) receives the compensation

described in Paragraph 5 of this Agreement, then (Name of Faculty Member) expressly agrees that **he/she** shall not resign **his/her** position as a full-time faculty member until **he/she** has completed at least two consecutive regular academic years of employment by the Board immediately following **his/her** completion of the sabbatical leave. Except as previously provided herein, if (Name of Faculty Member) resigns **his/her** position or otherwise refuses to perform **his/her** obligations as a full-time faculty member before completing two years of service with the Board following completion of the sabbatical leave, then (Name of Faculty Member) shall be obligated to immediately repay all compensation which **he/she** received from the Board during the term of **his/her** sabbatical leave. (Name of Faculty Member)'s failure to repay such compensation to the Board during the term of **his/her** sabbatical leave. (Name of Faculty Member)'s failure to repay such compensation to the Board shall constitute a breach of this Agreement.

8. Board's Remedies for (Name of Faculty Member)'s breach of this Agreement. If (Name of Faculty Member) breaches any term or condition of this Agreement, then (Name of Faculty Member) shall be obligated to repay all compensation which **he/she** received from the Board during the term of the sabbatical leave. In addition, (Name of Faculty Member) shall not be entitled to any seniority for time spent on the sabbatical leave, nor shall (Name of Faculty Member) be entitled to any annual salary increase which may have been provided to other full-time faculty members during the term of the sabbatical leave. (Name of Faculty Member)'s breach of this Agreement shall also constitute cause for **his/her** dismissal from employment by the Board. The Board will not dismiss an Employee if, upon notification of a Breach of Agreement, the Employee repays all compensation **he/she** received from the Board during the term of the sabbatical leave in a timely manner. The Employee shall repay such compensation to the Board by immediately remitting the entire amount due in a lump sum. Alternatively, the Employee may elect to repay such compensation in equal biweekly installments over the three (3) year period immediately following the date the Employee is notified of a breach of this Agreement at an annual interest rate of \_\_\_\_\_%, (to be determined as the base rate {prime} by the Bank providing banking services to the College on the date the Employee is notified of the breach of this Agreement), provided, however that the Employee shall immediately repay the

entire principal balance, upon termination of **his/her** employment with the Board for any reason. If the Employee fails to repay all such compensation in a timely manner, as described herein, then the Board shall have the right to immediately dismiss the Employee and to commence a legal action in an Illinois court of competent jurisdiction to recover such amount from (Name of Faculty Member). In the event an Illinois court of competent jurisdiction determines that (Name of Faculty Member) has breached this agreement, (Name of Faculty Member) shall be obligated to pay the attorneys' fees and court costs incurred by the Board in such legal action.

9. Sabbatical Leave Committee. The President shall, whenever feasible, seek the advice of the Sabbatical Leave Committee, whose function shall be exclusively advisory in nature, concerning changes in conditions and breaches of Agreement.

10. Time of the Essence. The parties expressly agree that time shall be of the essence under this Agreement.

11. Savings Clause. In the event that any paragraph of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

12. Entire Agreement. The Board and (Name of Faculty Member) agree that this Agreement constitutes the complete and entire agreement between the Board and (Name of Faculty Member) and that it supersedes all prior practices and agreements, whether written or oral.

13. (Name of Faculty Member) Voluntary and Knowing Acceptance of the Agreement. (Name of Faculty Member) **he/she** hereby acknowledges that **he/she** has had sufficient time to review this agreement and understands its contents and that **he/she** has voluntarily entered into this Agreement as of the date and year reflected below.

**BOARD OF TRUSTEES OF  
DANVILLE AREA COMMUNITY  
COLLEGE ILLINOIS COMMUNITY  
COLLEGE DISTRICT NO. 507**

*(Name of Faculty Member)*

By: \_\_\_\_\_ By:

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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