

**POWAY UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE PROCEDURE**

**Originator:** Assoc. Superintendent, PSS

**Issue No:** 4

**Date:** 10/14/91

**Page:** 1 of 5

**Reference:** EC 44966, 67, 73, 79

PFT Agreement

**ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES**

**4.2 CERTIFICATED PERSONNEL**

**4.238 STUDY AND TRAVEL  
(SABBATICAL) LEAVE (TEACHER  
BARGAINING UNIT)**

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**SECTION 4.238.1 Study and Travel (Sabbatical) Leave Procedure (Teacher Bargaining Unit)**

**Purpose of Leave**

A sabbatical leave may be granted to certificated personnel under contract to provide opportunities for study and/or research and for travel when it is incidental to planned, approved research. Requests for sabbatical leaves are granted in accordance with the rules and regulations set forth in Section 44966 of the Education Code, and Board Policy Section 4.238, and are considered on the basis of the professional improvement of the employee which will ultimately contribute to the benefit of the students and the School District.

**Establishment of Eligibility**

An employee who has completed seven consecutive years of satisfactory service as a certificated employee with the Poway Unified School District shall be eligible. If an employee's service is interrupted by a leave of absence for purposes of graduate study or a special assignment of a professional nature, this year shall not count toward the seven years, nor shall it constitute an interruption of service. A second period of eligibility must be served before a second sabbatical leave can be granted.

**Qualifying Programs**

1. **Formal Study:** Study in an accredited college or university for the purpose of increasing one's professional knowledge and skills.
2. **Independent Study:** A program of study, research, or special projects relating to the present or prospective service of the applicant which promises to be of professional value to him/her and the School District.

Applicants under this section shall submit a detailed statement of the independent study project to be undertaken. While such studies need not be undertaken under the auspices of a college or university, they must constitute an organized program of full-time study or research designed to enhance the teacher's performance in his/her area of specialization.

3. **Travel:** Travel for observation or study in connection with a planned, approved research program must show definite purpose and value for the participant and the School District.

Applicants who desire to travel during their leave must submit a detailed statement of the proposed itinerary which must relate to the applicant's research program and to the assignment the employee anticipates upon his/her return to the District.

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**Length of Leave**

The Governing Board may grant a sabbatical leave not to exceed one year. This leave may be taken for one full year or one-half year.

**Limitation of Number of Leaves**

The number of certificated employees absent on sabbatical leave at any one time shall not exceed 2 percent of the total number of members of the teacher bargaining unit.

**Class And Step Credits (And Other District Benefits)**

One year of sabbatical leave or one year of combined sabbatical leave and teaching will be considered to equal one year in the District. Fringe benefits, exclusive of sick leave, are provided by the District as though the employee were on full-time active duty.

**Retirement**

The contribution to the State Teachers' Retirement System shall be made by the employee and the District only on the actual compensation made to the employee.

**Compensation**

1. **Basic Payment:** The District shall pay to the employee fifty percent of the salary to which he/she would be entitled if he/she were actually on duty in the District.
2. **Method of Payment:** The sabbatical leave salary shall be paid in the same manner as though the employee were actually on duty in the District. Monthly pay warrants will be mailed to the employee upon his/her request, or retained at the School District Office if preferred.
3. **Surety Bond:** The employee will post a bond equal to the amount of salary earned or provide some other type of surety.

**Liability**

Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District, when the death or injury occurs while the employee is on sabbatical leave. However, an employee who experiences any injury or illness during his sabbatical leave shall receive the same benefits from the District health insurance coverage as an employee on active duty.

**Application Procedures**

1. Applications for sabbatical leave shall be submitted on or before February 1 of the school year preceding the proposed leave of absence or such date as may be mutually agreed upon by the District and the Exclusive Representative.
2. Applications will be presented to a committee for consideration.

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3. Sabbatical leave committee members shall be appointed by the Superintendent to serve a three-year term. Terms of office shall commence on alternating years. The committee shall be composed of the five following members:
  - a. One principal
  - b. Three teachers (tenured)
  - c. The Associate Superintendent, Personnel Support Services
  
4. The following criteria shall be used in determining the committee's recommendations for sabbatical leave:
  - a. Program proposed for sabbatical leave.
  - b. Value to be received by pupils and School District from the leave.
  - c. Reasonable distribution of applicants by school.
  - d. Priority of application.
  - e. Evidence of professional and academic self-advancement.
  - f. All other factors being equal, seniority will be the deciding factor.
  
5. Final recommendation shall be made by the committee to the Superintendent who, if he/she approves, shall forward the recommendation to the Board of Education by the first regular meeting in March.

Applicants will be notified of the status of their requests by April 15.

**Reporting Procedures**

Within six weeks following their return to active duty, teachers who have been on sabbatical leave shall submit their written report to the associate superintendent, Personnel Support Services. Such report should contain detailed data concerning the educational activities undertaken, an appraisal of the professional value of the experiences gained while on leave, the manner in which such experience or knowledge may be used for the benefit of the students or District, and other data necessary for a satisfactory report. If a thesis or dissertation is produced, a copy shall be given to the District. A transcript of college units earned must be filed in the Personnel Office.

**Return To Duty**

At the expiration of the leave of absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in a similar position to the one held by him/her at the time of the granting of the leave of absence.

**Additional Procedures**

The Superintendent may establish such further details of procedure as in his/her opinion may be necessary provided, however, that such details shall be consistent with the provisions of the Education Code and the Agreement between the Poway Unified School District and the Poway Federation of Teachers.

SECTION 4.238.1 Study and Travel (Sabbatical) Leave Procedure (Teacher Bargaining Unit)

POWAY UNIFIED SCHOOL DISTRICT  
Poway, California

REQUEST FOR SABBATICAL LEAVE  
(In accordance with Board Policy 4.237/238)

NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_ PERIOD OF LEAVE \_\_\_\_\_ to \_\_\_\_\_

Experience in Poway Unified School District:

<i>Years</i>	<i>Duties</i>	<i>Supervisor</i>
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Other Professional Experiences:

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Credentials Currently Held	<i>Expiration Date</i>
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Academic Preparation:

	<i>School</i>	<i>Year</i>	<i>Degree</i>	<i>Major</i>	<i>Minor</i>	<i>GPA</i>
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1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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On separate pages, specifically outline how you plan to use the time and resources made available through a sabbatical leave. Include backup papers showing admission to special programs, graduate programs, etc.; graduate record examination results; synopsis of Masters Thesis, research projects.

In what capacity would you expect to return to the District?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On separate pages, indicate your personal philosophy of public education. Specify research studies and others who have contributed to your position.

APPROVALS

Committee

Building Principal	_____	Member
	_____	Member
	_____	Member
	_____	Member

Committee Recommendation to Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If approval is recommended, summarize justification for granting sabbatical:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent's Recommendation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent