

TERMS AND CONDITIONS – Sabbatical and DIP Leaves

This digest is based on information contained in Title 5, California Administrative Code, Sections 43000-43008; CSU policy as stated in FSA 67-19; and the agreement between The Board of Trustees of The California State University and The California Faculty Association, Articles 27 & 28.

| | DIFFERENCE IN PAY LEAVES | SABBATICAL LEAVES |
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| TYPES OF LEAVES AVAILABLE | The difference in pay leaves may be approved for one or two semesters. The salary for a difference in pay leave is calculated as the difference between the faculty employee’s salary and the minimum salary of the instructor rank [Lecturer A, Step 1]. The salary for a difference in pay leave for a Librarian employee is calculated by subtracting the current annual salary of an Assistant Librarian, Step 1 from the current annual salary. Please note that faculty members awarded difference in pay leaves will lose partial retirement credit unless they choose to reimburse the State to the level of a normal retirement contribution. A faculty member’s contribution to and credit in the retirement fund is in proportion to reduced compensation while on leave. The Human Resources Office can provide information regarding ways by which full retirement credit may be purchased. | The types of sabbatical leave pay are one semester full-pay and two semesters half-pay. If you wish a year leave, depending upon your current salary, it could be advantageous to request a difference in pay rather than a half-pay leave. Please note that faculty members awarded half-pay sabbatical leaves will lose partial retirement credit unless they choose to reimburse the State to the level of a normal retirement contribution. A faculty member’s contribution to and credit in the retirement fund is in proportion to reduced compensation while on leave. The Human Resources Office can provide information regarding ways by which full retirement credit may be purchased. |
| ELIGIBILITY | The Agreement (Section 28.4) provides that “A full-time faculty unit employee shall be eligible for a difference in pay leave if he/she has served full time for six (6) years at that campus in the preceding (7) year period prior to leave. Credit granted towards the completion of the probationary period for service elsewhere shall also apply towards fulfilling the eligibility requirements for a difference in pay leave. A leave of absence without pay or service in an academic administrative appointment excluded from the bargaining unit shall not constitute a break in service for eligibility requirements, nor shall it fulfill the obligation in 28.16. A faculty unit employee will be eligible for a subsequent difference in pay leave after he/she has served full time for three years after the last sabbatical leave or difference in pay leave and has satisfied the obligation in 28.16.” The <u>Agreement</u> (Article 28.16) stipulates “A faculty unit employee shall render service to the CSU upon return from a difference in pay leave at the rate of (1) term of service for each term of leave.” | The Agreement (Section 27.2) provides that “a full-time faculty unit employee shall be eligible for a sabbatical leave if he/she has served full-time for six (6) years at the campus in the preceding seven (7) year period prior to the leave and at least six (6) years after any previous sabbatical leave or difference in pay leave.” The Agreement (Section 22.24) provides that a faculty member taking a professional leave of absence without pay shall accrue service credit toward sabbatical eligibility; such credit “shall be for a maximum of one (1) year per sabbatical eligibility period.” A leave of absence without pay or service in an academic appointment excluded from the faculty bargaining unit shall not constitute a break in service when calculating sabbatical leave eligibility. Credit granted toward the completion of the probationary period for service elsewhere shall also apply toward fulfilling the eligibility requirements for a sabbatical. The agreement (Section 27.17) states, “A faculty unit employee shall render service to the CSU upon return from a sabbatical leave at the rate of one (1) term of service for each term of leave.” |
| APPLICATION | Faculty unit employees shall submit requests for difference in pay leaves to department offices. Each application shall include a statement of the purpose of the leave, a description of the proposed project, the CSU resources, if any, necessary to carry it out and a statement of the time requested. Difference in pay leaves are funded from the departmental salary allocation, so there is no set quota that may be granted. Difference in pay leaves are reviewed on a flexible calendar, though sufficient lead-time for planning is essential. An application may be submitted at any time during the academic year. It will be reviewed by the department chair in terms of the impact of the faculty member’s absence on departmental programs and department committee for proposal content. Within three weeks the application is forwarded to the College Dean. The application is forwarded to the President via the Office of Faculty Affairs. Refer to S96-8 for more details on campus procedures. | Faculty unit employees shall submit an application for a sabbatical leave to the department chair. Each application shall include a statement of the purpose of the sabbatical, a description of the proposed project and the CSU resources, if any, necessary to carry it out, and a statement of the time requested, which shall not exceed one (1) year. A limited number of sabbatical leaves are awarded from each college, so they are competitively reviewed. Sabbatical leaves are reviewed according to a schedule of deadlines set each year by the Office of Faculty Affairs. Typically, the applications are due in early September and proceed through a series of reviews by departmental committee, department chair, college committee, and dean, with opportunities for response by the applicant between each level of recommendation. The President’s decisions are announced by the end of the fall semester. Refer to S92-8 for more details on campus procedures. |

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| ADDITIONAL OR OUTSIDE EMPLOYMENT | As per the Agreement (Section 28.14) “[a] faculty unit employee granted a difference in pay leave shall not accept additional and/or outside employment without prior approval of the President. If any remuneration other than University salary is anticipated, full details must be included in the application. Faculty members who wish to work rather than carry out provisions of the difference in pay leave requirements must request permission to go on leave without pay. A faculty unit employee granted a difference in pay leave might be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and Department Leave Committee. | The Agreement (Section 27.15) states that faculty unit employees on sabbatical leave “shall not accept additional and/or outside employment without prior approval of the President. If any remuneration other than University salary is anticipated, full details must be included in the application. Faculty members who wish to work rather than carry out provisions of the sabbatical leave requirements must request permission to go on leave without pay. A faculty unit employee granted a sabbatical leave might be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and College Leave Committee. |
| BENEFITS | The Agreement (Article 28.12 and 28.13) states that “[a] faculty unit employee on a difference in pay leave shall be considered in work status and shall receive health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on a difference in pay leave. A faculty unit employee on a difference in pay leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.” | The Agreement (Article 27.13 and 27.14) state that “[a] faculty unit employee on sabbatical leave shall be considered in work status and shall receive health, dental and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on sabbatical leave.” and “[a] faculty unit employee on sabbatical leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.” |
| CONDITIONS | The estimate of any additional remuneration for the project that is required as part of the application does not constitute a formal request to the President, via the AVP/FA for any additional and/or outside employment planned during the period of the leave. Approval is not automatic. | The estimate of any additional remuneration for the project that is required as part of the application does not constitute a formal request to the President, via the AVP/FA for any additional and/or outside employment planned during the period of the leave. Approval is not automatic. |
| INDEMNIFICATION | Per Section 28.11 final approval of a difference in pay leave shall not be granted until the applicant has filed with the Faculty Affairs Office a suitable bond or an accepted statement of assets that are at least equal to the amount of salary paid during the period of leave. The guarantee shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the difference in pay leave. | Per Section 27.9, an applicant must file “a suitable bond or an accepted statement of assets (not including PERS holdings) and/or promissory note that is individually or collectively at least equal to the amount of salary paid during leave. The guarantee posted shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the sabbatical.” The bond or promissory note shall be filed with the AVP/FA Office upon notification that the sabbatical leave has been approved by the President. |
| ANIMAL CARE AND HUMAN SUBJECTS CLEARANCE | Applicants whose difference in pay projects include research on animal or human subjects must include the approval of the Institutional Animal Care and Use Committee (IACUC) or the Institutional Review Board-Human Subjects (IRB-HS) with their applications, because campus policies (S79-18, S87-3) mandate clearance for all such research sponsored or funded by the University. The applicant must initiate the process for seeking approval from IACUC or IRB-HS and must forward the clearance to the Dean’s Office. Protocol forms for human subjects clearance may be obtained from the Graduate Studies Office (9 th Street Student Service Center in 10 th Street Garage, 924-2480). Protocol forms for approval of the animals research are available at the University Animal Facility Office (DH 244, 924-4923). Applicants are advised to check with these offices if they have questions about whether clearance is necessary. | Applicants whose sabbatical projects include research on animal or human subjects must include the approval of the Institutional Animal Care and Use Committee (IACUC) or the Institutional Review Board-Human Subjects (IRB-HS) with their applications, because campus policies (S79-18, S87-3) mandate clearance for all such research sponsored or funded by the University. The applicant must initiate the process for seeking approval from IACUC or IRB-HS and must forward the clearance to the Dean’s Office. Protocol forms for human subjects clearance may be obtained from the Graduate Studies Office ((9 th Street Student Service Center in 10 th Street Garage, 924-2480). Protocol forms for approval of the animals research are available at the University Animal Facility Office (DH 244, 924-4923). Applicants are advised to check with these offices if they have questions about whether clearance is necessary. |
| FINAL REPORT | Within six weeks after returning to service at San Jose State University, the faculty member shall submit a written report to the department professional leaves committee, and to the President via the Office of Faculty Affairs. In addition, faculty members returning from leave are encouraged to present the results of the difference in pay leave at departmental, college or university forums. | Within six weeks after returning to service at San Jose State University, the faculty member shall submit a written report to the department professional leaves committee, and to the President via the Office of Faculty Affairs. In addition, faculty members returning from leave are encouraged to present the results of the sabbatical leave at departmental, college or university forums. |

I have reviewed the paragraphs above. I understand the regulations and agree to the conditions if my leave request is granted. I am an applicant for:

Sabbatical **Difference in Pay**

Print Name _____ (Signature) _____ (Date) _____