

SABBATICAL LEAVE AGREEMENT

This Agreement entered into by and between the Institutional Board of Governors, (hereinafter referred to as "Board") on behalf of Marshall University (hereinafter referred to as "Institution"), and _____ (hereinafter referred to as "Faculty Member"), pursuant to West Virginia (Faculty Member)

Code 18-26-8d and the Marshall University Board of Governors Policy AA-1 on Sabbatical Leaves, this _____ day of _____, 20____.

WITNESSETH:

That for and in consideration of the obligations hereinafter assumed by the Faculty Member, the Board and Institution do covenant and agree to pay to the Faculty Member his/her full salary would a sabbatical last for one half the contract period had he/she performed his/her regular duties at the Institution. The Faculty Member will receive the equivalent of salary for one half of the contract period for a sabbatical that lasts the full contract period.

FIRST: The Faculty Member shall submit to the president of the Institution a detailed, written plan of activity which he/she proposes to follow while on sabbatical leave, which plan becomes a part of this Agreement. The plan may be amended at any time in writing, by mutual consent of the Faculty Member and the president of the Institution or his/her designated representative.

SECOND: While on sabbatical leave, the Faculty Member may not accept remunerative employment without the written consent of the president of the Institution or his/her designated representative. Fellowships, assistantships, or similar institutional stipends shall not be considered remunerative employment.

THIRD: Upon return from sabbatical leave and within sixty (60) days of resuming his/her faculty position in the fall semester, the Faculty Member shall file with the provost of the Institution a written report of his/her scholarly activities while on leave.

FOURTH: Upon completion of the sabbatical leave, the Faculty Member shall return to the Institution at which he/she taught prior to commencement of the sabbatical leave for a period of one (1) contract year and resume his/her duties or any duties assigned by the chairperson of his/her department or dean of his/her school. In the event the Faculty Member does not return to the Institution upon completion of sabbatical leave, he/she shall repay the compensation received by him/her during the leave. If he/she returns for a period of less than one (1) contract year, the repayment shall be prorated accordingly. Should the Faculty Member fail to repay his/her obligation either by service or monetary repayment, the Institution may take legal actions necessary to recover the outstanding obligation.

FIFTH: This Agreement shall become effective on the date specified on this Agreement and shall continue for so long as the Faculty Member's obligations to the Institution remain unfulfilled.

SIXTH: This Agreement contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective agents.

Faculty Member's Signature

This ____ day of _____, 20____, _____(Faculty Member) a person known to me, personally appeared before me, a Notary Public, swore that he/she is the person named herein, and affixed his/her signature to this Agreement.

My commission expires _____.

Notary Public's Signature

Notary Public in and for _____ County, West Virginia

(Seal)

Presidential Approval:

University President's Signature