

2015-16 Sabbatical Promissory Note

Sabbaticals are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal, further education, or other experiences of professional value.

Name:	Employee ID:
College:	Department (home):
Phone:	Email:

I understand that this Sabbatical Promissory Note (Note) shall be canceled and rendered null and void upon fulfillment of the following conditions:

- I. I must return to the University for at least one (1) full academic year following participation in the program. If I am unable for whatever reason to take the sabbatical, or seek an amendment to the sabbatical, I will inform my Chair and Dean's office promptly of this decision. Consequently, any modification to this Note must be done so in writing and acknowledged by both parties.
- In must, within thirty (30) days upon returning from the sabbatical, provide a substantive, but concise written report of the employee's accomplishments during the sabbatical to the Provost, Dean, or appropriate representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect me as well as the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

Should I decide not to abide by the terms of the sabbatical program, I understand that I am responsible for reimbursing FGCU for compensation and/or benefits provided. This reimbursement includes, but is not limited to, repayment of all salary, retirement, benefits, equipment and expenses paid for or to benefit me during the sabbatical.

Should collection of payments made under this Promissory Note become necessary, I agree to pay all related costs and expenses incurred by the Employer including, without limitation, court related costs and expenses and reasonable attorneys' fees disbursements (and including such costs, fees and disbursements incurred on appeal of any litigation). No extension of time for repayment of this Note and no alteration, amendment or waiver of any provision of this note shall release, discharge, modify, change or affect the liability of me under this note. This Note may be paid in full without penalty.

If for any reason one or more of the provisions of this Note or its application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, the affected provisions shall, to such extent, be held for naught as though not contained in this Note. This Note shall otherwise remain valid, legal and enforceable in all respects and to such an extent as many be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this note, but this Note shall be construed as if the invalid illegal or unenforceable provisions had never been contained in this Note.

An employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. I understand that it is my responsibility to report such earnings to the University as soon as I receive notice that I will be receiving them.

No delay by Employer in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Employer of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Note shall continue in full force and effect.

Any conflict which cannot be resolved by the parties, must then seek resolution through non-binding mediation. Venue shall be had in Lee County, Florida. This Note shall be governed by and enforced in accordance with the laws of the State of Florida.

While on sabbatical, as an employee, I further acknowledge that the University's Conflict of Interest/Outside Activity Policy will continue to apply during the sabbatical period, and that it is my responsibility to update my Conflict of Interest/Outside Activity and annual disclosure at any time an activity begins or ends during this period.

By signing this form, I acknowledge and agree to the sabbatical program requirements as outlined in this document and Article 22 of the most recent *FGCU UFF Collective Bargaining Agreement*.

Employee Signature	Date	Dean Signature	Date
Employee Permanent Address			
Florida Gulf Coast University, 105 University Address	01 FGCU Boulevard, So	outh, Fort Myers, FL 33965-6565	
STATE OF ELODIDA			
COUNTY OF The foregoing instrument was	acknowledged befo	re me this day of ois personally known to me or signed the instrument voluntaril	has produced
by	acknowledged befo	ois personally known to me or	has produced

Name Typed, Printed or Stamped