



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.

- II. I 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.

