

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 Rule 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 their full salary would a sabbatical last for one half the contract period had they performed their 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 they propose to follow while on sabbatical leave, of which the 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 their 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 their 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 their faculty position in the fall semester, the Faculty Member shall file with the provost of the Institution a written report of their scholarly activities while on leave.

FOURTH: Upon completion of the sabbatical leave, the Faculty Member shall return to the Institution at which they taught prior to commencement of the sabbatical leave for a period of one (1) contract year and resume their duties or any duties assigned by the chairperson of their department or dean of their school. In the event the Faculty Member does not return to the Institution upon completion of sabbatical leave, they shall repay the compensation received by them during the leave. If they return for a period of less than one (1) contract year, the repayment shall be prorated accordingly. Should the Faculty Member fail to repay their 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

Presidential Approval:

University President’s Signature