

CLEMSON UNIVERSITY

REQUEST for SABBATICAL LEAVE

HALF-PAY is two semesters ___ or FULL PAY is one semester ___

Academic Semesters for 9 Month Faculty: August 15 – December 31 or January 1 – May 16

Academic Semesters for 12 Month Faculty: July 1 – December 31 or January 1 – June 30

I, _____, hereby request a Sabbatical Leave beginning _____ and ending _____

Brief description of purpose of sabbatical project (described in detail in attached full proposal):

CONDITIONS

It is understood and agreed that this sabbatical leave is requested and granted in good faith and with the full intention of having me resume my duties in active service with the University at the expiration of the stated time period. It is further understood and agreed that following this sabbatical leave of absence I shall return to active service with the University as per the attached Sabbatical Reimbursement Agreement form (pages 2-3 of this document).

Semester(s) of last Clemson sabbatical, if applicable _____

Location(s) of any travel associated with sabbatical: _____

I certify that this application contains a statement explaining my department-approved reallocation of workload expectations during leave

Signature: _____

Title: _____

APPROVALS:

Route for further approval through established administrative channels

College Human Resource Partner

Current Post Tenure Review Date

University Leave Administrator

Immediate Supervisor

Dean

Provost and Executive Vice President
for Academic Affairs

President

Retirement: Participants of the South Carolina State Retirement System (SCRS) who are on half-pay sabbatical leave will receive prorated service credit during the half-pay status. An SCRS member may be able to purchase the service credit not received during the sabbatical leave under certain circumstances. Retirement contributions for the South Carolina State Retirement System (SCRS) and the State Optional Retirement Plan (ORP) will continue to be deducted during half-pay and full-pay sabbatical leave. For information or assistance, submit your question through [Ask-HR](#).

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SABBATICAL REIMBURSEMENT AGREEMENT

_____ ("Faculty Member") and Clemson University hereby agree as follows:

1. Faculty Member has applied for a sabbatical leave pursuant to the terms of the Clemson University Faculty Manual ("Faculty Manual"). The Faculty Manual provides that Faculty Member "shall sign an agreement to maintain University employment for a period at least equal to the period of the sabbatical, or to repay the University any compensation they received from the University during the period of the sabbatical." This Agreement is entered into pursuant to the repayment obligation set out in the Faculty Manual.

2. Faculty Member's planned sabbatical leave is for a period of (check one):

One Semester

Two Semesters

6 Months

12 Months

Other (between 6 and 12 Months), _____

3. In consideration of Clemson's promise to pay salary during the sabbatical leave, the Faculty Member agrees to remain employed by Clemson for at least the period indicated in paragraph 2, above, following completion of the sabbatical leave. This period will be called the "Reimbursement Period" for purposes of this Agreement. Faculty Member's obligation to repay the sabbatical leave salary is forgiven upon completion of employment for the Reimbursement Period. Should Faculty Member's employment with Clemson terminate, regardless of the reason therefor, prior to the end of the Reimbursement Period, Faculty Member agrees to repay the salary paid by Clemson during the sabbatical leave. Faculty Member's agreement to repay sabbatical leave salary may be forgiven in the event Faculty Member is unable to return to Clemson's employment following sabbatical leave for reasons beyond Faculty Member's control, as provided in the Faculty Manual. Any forgiveness on this basis shall be noted in writing and approved by the President.

4. Faculty Member acknowledges and agrees that the salary paid by Clemson during the sabbatical leave is a debt of the Faculty Member, and, for purposes of this Agreement, is treated as an advance of salary to the Faculty Member, subject only to the forgiveness terms specified in paragraph 3 of this Agreement. Faculty Member specifically authorizes Clemson to deduct from Faculty Member's pay, or any other amounts owed Faculty Member, all amounts necessary to satisfy Faculty Member's obligations under this Agreement. Faculty Member further agrees that the balance of any obligation remaining after deduction from salary, or other amounts owed to Faculty Member is immediately due and payable at separation from employment.

5. Faculty Member agrees that, if Clemson is required to enforce the provisions of this Agreement, either in court or through collections, Faculty Member will pay all costs associated with the enforcement of the Agreement, including court costs and reasonable attorneys' fees.
6. This Agreement is to be construed in accordance with the laws of the State of South Carolina, without regard to South Carolina's choice of law provisions. The parties expressly agree that any litigation that arises out of this Agreement must be brought exclusively in the courts situated in Pickens County, South Carolina, or the division of the federal district courts embracing Pickens County, and by a judge sitting without a jury. Faculty Member expressly agrees to the personal jurisdiction of those courts. Important: Faculty Member understands that by signing this Agreement, Faculty Member is waiving any right to a trial by jury of any dispute arising out of this Agreement, and is agreeing to trial by a judge.

IN WITNESS WHEREOF, the Faculty Member has signed this Agreement below.

Signature