PROMISSORY NOTE AND REPAYMENT AGREEMENT

for the

SCHOLARLY DEVELOPMENT ASSIGNMENT PROGRAM

THIS PROMISORRY NOTE AND REPAYMENT AGREEMENT (the "Note") is entered into on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the undersigned individual (the "Faculty Member") and Western Carolina University ("WCU").

WHEREAS, the Scholarly Development Assignment Program (the "Program") affords an opportunity for the Faculty Member to improve his/her competence as a scholar by providing a period of leave from usual work assignments to pursue concentrated scholarly work;

WHEREAS, the Program was developed and is intended to benefit both the Faculty Member and WCU by promoting excellence in teaching and research activities; and

WHEREAS, to realize the full benefit of the Program, the parties acknowledge and agree that the Faculty Member must commit to return to his/her usual work assignments at WCU for a minimum period of one (1) year following completion of the Program.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants hereinafter set forth, the parties agree as follows:

1. Program Participation. Faculty Member has been selected to participate in the Program and shall be released from his/her usual work assignments for [the entire \_\_\_\_\_\_\_ academic year or the fall/spring \_\_\_\_\_\_\_\_ academic semester]. During the applicable period of time, Faculty Member agrees that he/she will diligently pursue those scholarly activities described in his/her Program application. Faculty Member further agrees that he/she shall not pursue external employment opportunities or accept an offer of employment with another institution during the applicable period of time.

2. Compensation and Benefits. Faculty Member shall be entitled to receive either, (i) his/her full salary for Program participation extending over one academic semester, or (ii) one-half salary for Program participation extending over an entire academic year. In the event Faculty Member participates in the Program for an entire academic year, he/she must consult with the Human Resources Department regarding benefits continuation issues and options.

3. External Grants. Faculty Member shall be permitted to apply for and receive funding from external grants to defray travel and other coincidental expenses during his/her participation in the Program, or to fund approved study or research activities. All such financial arrangements must be approved in advance by the Provost.

4. Agreement. For and in consideration of the compensation and benefits paid to and received by Faculty Member during his/her Program participation, Faculty Member agrees to pay to WCU the total principal amount of funds paid by WCU to the Faculty Member during his/her Program participation, together with interest on the unpaid portion thereof at a rate of ten percent (10%) per annum, consistent with the provisions of paragraph 5 below.

5. Repayment/Repayment Schedule. This Note shall become due with payments commencing immediately upon the occurrence of any of the following events: (i) the resignation of Faculty Member or other similar notice to WCU by the Faculty Member that he/she does not intend to return to his/her usual work assignments at WCU immediately following completion of the Program; (ii) the failure of Faculty Member to return to his/her usual work assignments at WCU immediately following completion of the Program for any reason(s); or (iii) the failure of Faculty Member to fulfill the commitment to return to his/her usual work assignments at WCU for a minimum of one (1) full academic year following completion of the Program. Repayment shall be made in full or in a maximum of sixty (60) equal monthly installments as may be determined by WCU.

6. Forgiveness of the Note. WCU shall forgive the outstanding balance of the Note if it finds that the Faculty Member cannot fully comply with the return to work provisions referenced in this Note because of the Faculty Member’s death or his/her permanent disability. WCU may forgive, either temporarily or permanently, the outstanding balance of the Note if the Chancellor of WCU finds that the faculty member could not comply with the return to work provisions referenced in this Note because of extraordinary circumstances not within the faculty member’s control.

7. Extinguishment. This Note shall be extinguished upon the Faculty Member’s completion of the return to work provisions referenced in this Note. In such case, the Faculty Member shall owe nothing under this Note to WCU.

8. Accrual of Interest. Interest of ten percent (10%) per annum shall begin to accrue on the effective date of the Faculty Member's separation from WCU. Interest is to be calculated on the unpaid portion of the principal sum of the Note.

9. Default. In the event of default, WCU may declare the entire unpaid balance of principal and interest evidenced by this Note immediately due and payable. The following events shall constitute a default under this Note: (i) failure to commence repayment within the time specified by WCU in accordance with paragraph 5 above; (ii) failure to remit a payment to WCU when due; or (iii) if Faculty Member becomes insolvent or bankrupt, notifies WCU of his/her inability to pay debts when they become due, or makes a general assignment for the benefit of creditors.

10. Reports. Upon successful completion of the Program, Faculty Member agrees to provide his/her department head, dean, and the Provost with a written report detailing the Faculty Member's scholarly/research activities, including a summary of completed and projected publications, presentations, or creative works resulting from these activities. Such report shall be submitted at the beginning of the fall semester immediately following completion of the Program. Faculty Member shall also make a presentation to colleagues as may be scheduled by his/her department head.

11. General Provisions. The Faculty Member hereby acknowledges receipt of a copy of this Note. This Note is governed by the laws of the State of North Carolina in all respects, including but not limited to issues of construction, performance, and validity. Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Note is invalidated under such law, the remaining provisions of this Note remain valid and enforceable. The terms of this Note may be modified or amended only by a writing signed by all parties. This Note shall be binding upon the Faculty Member and his/her heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of and be enforceable by WCU.

IN WITNESS WHEREOF, the parties have executed this Promissory Note and Repayment Agreement as of the date first written above.

WESTERN CAROLINA UNIVERSITY FACULTY MEMBER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

North Carolina

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Official Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_