

I, _____, promise to repay to California Polytechnic State University ("Employer") the total amount of the salary and benefits paid by Employer to me during the period of my sabbatical/difference-in-pay leave. This promise to repay is given in consideration of Employer's granting to me a sabbatical/difference-in-pay leave pursuant to the provisions of the Memorandum of Understanding between the California Faculty Association and the Trustees of The California State University under the authority of the Higher Education Employer-Employee Relations Act.

I further understand and agree that:

I. CANCELLATION.

My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my sabbatical/difference-in-pay leave and resume my duties with Employer in the academic term scheduled by my Employer and serve at least one academic term for each academic term of leave. I understand that such service is to be returned immediately following the conclusion of the sabbatical/difference-in-pay leave, and that an extension of the period to return such service may only be authorized by the Provost.

II. REPAYMENT/INTEREST.

Repayment of the salary and benefits paid to me during my sabbatical/difference-in-pay leave shall be made in equal installments over a period of not more than three years at an interest rate of ten percent (10%) which shall commence to run on the unpaid balance on the first day of the academic term in which I am scheduled by Employer to return to my duties with Employer. Payments shall be made monthly and shall first be applied against payment of interest and any excess applied against payment of principal.

III. COLLECTION COSTS.

I further agree to pay all collection costs including court costs and attorney fees which are incurred for the collection of any amount not paid when due.

IV. DEFAULT AND ACCELERATION.

(1) If I fail to pay any installment when due the entire unpaid indebtedness (salary and employer's contributions toward benefits paid to me during the leave period), including interest, shall, at the option of the Employer, become immediately due and payable. Thereafter, interest shall continue to accrue on the entire unpaid balance.

(2) I understand that if I am delinquent in my repayments, the Employer will disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(3) I understand that if I am delinquent on any repayment, pursuant to California law the Employer will have the right to obtain all or any portion of any monies due me from the State of California as payment towards the amount that is delinquent.

V. LAW OF CALIFORNIA.

The law of California shall govern the interpretation of this promissory note.

TO BE COMPLETED AND SIGNED BEFORE A NOTARY PUBLIC:

By signing below, I manifest my acceptance and agreement to all of the foregoing terms and conditions.

Applicant Signature _____ Date _____

Department _____ Permanent Address _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)