

Please check one: _____Sabbatical Leave _____Difference-In-Pay Leave

PROMISSORY NOTE

I, _____, promise to repay to San Jose State University (Employer) the total amount of the monies which are paid by Employer to me during the period of my sabbatical leave or difference-in-pay leave. This promise to repay is given in consideration of Employer's granting to me a sabbatical leave or difference-in-pay leave pursuant to the provisions (Articles 27 and 28) of the Agreement 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. REPAYMENT/INTEREST

Repayment of the monies paid to me during my sabbatical leave shall be made in equal installments over a period of not more than three years at an interest rate of 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.

II. CANCELLATION

My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my sabbatical leave or 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.

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, including interest, shall, at the option of the Employer, become immediately due and payable. Therefore, 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.

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

Signature _____ Date _____

Full Name (please print) _____

Permanent Address _____
City Zip

University Address (Department) _____ Extended Zip _____

Please return to: Faculty Affairs Office – ADM 150 (0021)