

PROMISSORY NOTE

I, _____, (employee print name) promise to repay to Sonoma State University ("Employer") the total amount of the monies which are paid by Employer to me and those paid on my behalf (e.g. benefits contributions) during the period of my sabbatical/difference in pay leave unless I return from my leave and resume my duties with Employer and serve at least one academic term for each term of 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 Board of Trustees of the California State University under the authority of the Higher Education Employer-Employee Relations Act.

I further understand and agree:

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 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 monies 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, 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 BY EMPLOYEE

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

Employee Signature:

Date:

Department:

Permanent Address: