

PROMISSORY NOTE:

ATTACHMENT "D"

_____ I will furnish the President a promissory note to indemnify the State of California against loss in the event I do not return to render one term of service in the California State University for each term of leave (**see below**);

OR

_____ I request that the President waive said promissory note. I agree to return to the service of the California State University and render at least one term of service for each term of leave 2 following my return from the leave of absence granted me. In support of this request, I submit the attached list of assets (the value of which is at least equal to the salary to be paid to me during leave) as evidence of my capacity to indemnify the State of California against loss in the event of my failure, through fault of my own, to fulfill this agreement. (This statement of assets does not include my retirement fund account.) I recognize that this leave, if granted, will be pursuant to the CBA. I agree to abide by the terms referred to therein should this application be approved.

PROMISSORY NOTE I, _____, promise to repay to CALIFORNIA STATE UNIVERSITY, EAST BAY ("Employer") the total amount of the monies which are paid by Employer to me during the period of my sabbatical leave/difference in pay leave together with any accrued interest thereon.

This promise to repay is given in consideration of Employer's granting to me a sabbatical leave/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. REPAYMENT/INTEREST. Repayment of all monies paid to me during my sabbatical leave/difference in pay leave shall be made upon Employer's demand. Interest shall commence to run on any unpaid amount, whether demanded to be paid or not, on the first day of the academic term in which I am scheduled by Employer to return to my duties with Employer.

II. 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 Cal State East Bay in the academic term scheduled by Cal State East Bay 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. (1) I understand that if I am delinquent in repaying principal or interest, Cal State East Bay may disclose that I have defaulted, along with other relevant information, to credit bureau organizations. (2) I understand that if I am delinquent in repaying principal or interest, pursuant to California law Cal State East Bay 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 laws 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 _____

Permanent Address _____

University Address _____
