

# CALIFORNIA STATE POLYTECHNIC UNIVERSITY POMONA

## PROMISSORY NOTE

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Department: \_\_\_\_\_

4. Type of Leave     Sabbatical             Difference-in-Pay

5. Period of Leave:    (check appropriate term[s])

Fall Semester     Spring Semester     Fall & Spring Semesters     Year

Unless nullified in accordance with paragraph II below, I \_\_\_\_\_ promise to repay to California State Polytechnic University, Pomona ("Employer") the total amount of the monies which are paid by Employer to me during the period of my paid leave. This promise to repay is given in consideration of Employer's granting to me a paid leave (sabbatical or difference-in-pay) pursuant to the provisions of the Unit 3 Collective Bargaining Agreement between the California Faculty Association and the Trustees of the California State University under the authority of the Higher Education Employer-Employee Act.

I further understand and agree that:

### I. Repayment/Interest

Repayment of the monies paid to me during my paid 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.

### II. Cancellation

My obligation to repay both principal and interest under this promissory note shall be extinguished if I have:

1. Made only complete and honest representations during the leave application process, including full written disclosure of all potential conflicts of interest
2. Obtained prior approval for any additional and/or outside employment from the Provost and Vice President for Academic Affairs
3. Obtained prior approval for any continuing activities or assignments with any committee, task force, consortium, etc., at any level from the Provost and Vice President for Academic Affairs
4. Filed travel authorization paperwork for any travel related to my leave activities
5. Submitted to the Provost and the University Professional Leave Committee a written report of the results of my activities within fifteen (15) weeks of the completion of the leave. The report shall as a minimum include:
  - The accomplishments of the leave in relation to the original proposed goals.
  - Original proposed goals that were not accomplished and the reason why.
  - Any deviations from the original goals and the circumstances that necessitated it.
  - Anticipated outcomes of the leave activities in near future, if appropriate.

**III. Collection Costs**

I further agree to pay all collection costs, including court costs and attorneys 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 installments 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 repayment, 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 in my repayment, pursuant to California law, 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. I recognize that this leave will be pursuant to the Unit 3 Collective Bargaining Agreement, Articles 27 and 28, University Policy and Title 5 of the California Code of Regulations, Sections §43000 to §43008. I agree to abide by the terms of the requirements referred to upon returning from leave, including rendering one term of full-time service to the CSU for each term of leave with pay.

\_\_\_\_\_  
Signature Date

**NOTARIZATION REQUIRED**

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 the truthfulness, accuracy, or validity of that document.

**State of California** County of \_\_\_\_\_

**Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of**

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

*Signature of Recipient*

**proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

**(SEAL)** Signature \_\_\_\_\_