



Promissory Note

Unless nullified in accordance with paragraph II below, I, _____ promise to repay to California State University, Monterey Bay (“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 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 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%) compounded annually, 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 accrued interest and then to the balance of the outstanding principal. An approved Leave of Absence immediately following this leave shall delay any obligation to repay until the conclusion of the Leave of Absence.

II) CANCELLATION

My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my paid leave and resume my duties with Employer in the academic term scheduled by Employer and serve at least one academic term for each academic term of leave, and I have done all of the following prior to, during, and following my approved leave:

- A) Made only complete and honest representations during the leave application process, including full written disclosure of all potential conflicts of interest.
- B) Obtained prior written approval for any additional and/or outside employment from University Personnel.
- C) Obtained prior written 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.
- D) Filed travel authorization paperwork for any travel related to my leave activities.
- E) Submitted to University Personnel, my Dean, and my Department Chair, a written report of the results of my activities within ninety (90) days of return to service.

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

- A) 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.
- B) 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.
- C) 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.

Signature

Date

Street Address

City, State, Zip

Department/School

GENERAL ACKNOWLEDGMENT

I RECOGNIZE THAT THIS LEAVE, IF GRANTED WILL BE PURSUANT TO THE UNIT 3 MOU, ARTICLES 27 AND 28, 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: (1) PROVIDING A WRITTEN RECORD OF PERFORMANCE AND RESULTS OF LEAVE, AND (2) RENDERING ONE TERM OF FULL-TIME SERVICE FOR EACH TERM OF LEAVE WITH PAY.

Signature

Date