

## PROMISSORY NOTE

I, \_\_\_\_\_, promise to repay to San Diego State University (SDSU) the total amount of the monies which are paid by SDSU to me during the period of my Sabbatical/Difference-in-Pay leave unless I return from my Sabbatical/Difference-in-Pay leave and resume my duties with SDSU and serve at least one academic term for each academic term of leave. This promise to repay is given in consideration of SDSU's granting me a Sabbatical leave pursuant to the provisions of the Collective Bargaining Agreement (CBA) 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/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 SDSU to return to my duties with SDSU. An approved Leave of Absence immediately following my Sabbatical/Difference-in-Pay leave shall delay any obligation to repay until the conclusion of the Leave of Absence. Payments shall be made monthly and shall first be applied against payment of interest and any excess against payment of principal.

### II. 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.

### III. DEFAULT AND ACCELERATION

1. If I fail to pay any installment when due, the entire unpaid indebtedness, including interest, shall, at the option of SDSU, 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 payment, SDSU 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, SDSU will have the right to obtain all or any portion of any monies due me from the State of California as payment toward the amount that is delinquent.

### IV. 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:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**University Address:** \_\_\_\_\_