

CERTIFICATION PAGE

_____, I, _____, will furnish a promissory note, pursuant to Article 27 of the Collective Bargaining Agreement, to indemnify the State of California against loss in the event I do not return to render at least one term of service in the California State University for each term of leave. *(Complete the Promissory Note form, have notarized, and attach to this Certification Page).*

OR

_____, I, _____, request that the requirement for a promissory note be waived. 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 following my return from the leave of absence granted me. In support of this request, and pursuant to Title 5 of the California Code of Regulations, Section 43005, I submit the following list of assets (the value of which is in excess of that 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 failure.

DESCRIPTION OF ATTACHABLE ASSETS

(Do NOT include the current balance in retirement fund, per Government Code Section 21201)

I understand that I shall not accept additional and/or outside employment without prior approval of the Provost **(CBA Article 27.15)**.

I recognize that this leave, if granted, will be pursuant to Sections 43000 through 43008 of Title 5 of the California Code of Regulations, the Chancellor's Executive Order No. 37, and the policies and procedures specified in FSA 67-19, and the current faculty Collective Bargaining Agreement, together with any amendments subsequently issued thereto. I further recognize that no agreement beyond this leave is implied or stated. I agree to abide by the terms of the Title 5 sections stipulated, and the current faculty Collective Bargaining Agreement **(Article 27)**, and the policies and procedures referred to therein should this application be approved.

Signature of Applicant _____ **Date** _____

Permanent Address _____

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 _____

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

PROMISSORY NOTE

I, _____, promise to repay to **Humboldt State University** ("Employer") the total amount of the monies which are paid by Employer to me, including benefits, during the period of my sabbatical leave. This promise to repay is given in consideration of Employer's granting to me a sabbatical 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 the monies paid to me during my sabbatical 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 return from my sabbatical 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.

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 my 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.

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

Signature of Applicant _____ **Date** _____

Permanent Address _____

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State of California
County of _____

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above

Signature of Notary Public