**Sabbatical Forfeiture Process**

1. Faculty is approved to go on Sabbatical – see Bargaining Agreement Article 27 for entire process
2. Faculty signs promissory note
3. Faculty goes on Sabbatical
4. End of Sabbatical Faculty does one of two things:
	1. returns thereby extinguishing Promissory Note
	2. does not return and notifies Department and Academic Personnel

**When Faculty does not return the following must be completed within 30 days from notification:**

1. Department/College AAS runs pay detail report to include salary and benefits and provides this to Academic Personnel (AP)
2. Department/College AAS goes online and prepares Request for Invoice (RFI) to bill for salary only (see Note below) and should include language provided on example and attach backup – backup will include the pay detail report summary (again exclude benefits at this time) and a copy of the promissory note – see attached for example.
3. Accounting processes RFI and sends invoice to faculty
4. If faculty pays by due date no interest will be assessed
5. If faculty chooses to make payments interest will be assessed monthly at 10% of the unpaid balance commencing 30 days after the billing or first day of the Academic Term whichever date is later. Monthly payments must be made. Payment Plan can be for up to three years.
6. If faculty does not make payments the collection process used by the campus will be implemented after the payment becomes 30 days late.
7. Once payment is received the department transfers salary expense to the SB002 XR100 chartfield string.
8. Any Interest assessed will be processed by Accounting and will post to a central fund for campus use.
9. If any Benefits assessed will be processed by Accounting and will post to a General Fund Central Account.

Note: Currently the Bargaining agreement language is not specific enough to include the recovery of benefits if Faculty does not return but further language speaks about recovery of loss if faculty does not return. Recommend that Bargaining Agreement and Promissory Note language be changed to provide clarity that faculty are to repay salary and benefits to recover the funds paid to and on behalf of the faculty while on Sabbatical.

**The following Invoice Request has just been submitted:**

|  |  |
| --- | --- |
| **Date Submitted:** | 10/1/2014 4:48:30 PM |
| **Name:** | Enter your Name and email address |
| **Phone or Exten:** | Enter your phone or extension |
| **Title** | Enter your Title  |
| **Department:** | Enter your Department |
| **To Bill:** | Enter name of company or person you are billing |
| **Attn:** | Attention to a person (usually will be the person you are billing for) |
| **Address:** | Enter street address that bill will go toEnter city, state and zip code that bill will go to |
| **Phone:** | Enter phone number of person or company being billed |
| **Dollar Amount:** | Enter total dollar amount being billed |

|  |
| --- |
| **PS Credit Chartfield:** |
| **Account** | **Fund** | **Dept ID** | **Program** | **Class** | **Project** |
| 580854 | SB002 | Z0100 | 5000 | XR100 | XXXX |

|  |  |
| --- | --- |
| **Explanation:** | Sabbatical Forfeiture payment. Due upon receipt or interest will be assessed at 10% starting (enter date). See copies of Promissory Note and summary of salary and benefits paid for (enter quarter or quarters person was on sabbatical for). If you would like an email copy of packet sent to person or company being billed add this language to the explanation: Please send hard copy to address listed above and email copies of packet to (enter email address of person or company being billed). |

Example of Pay Detail Report Summary to attach to Invoice:



Promissory Note

Unless nullified in accordance with paragraph II below, I, Insert Name of Faculty promise to repay to California State University, San Bernardino ("Employer"") the total amount of the monies which are paid by Employer to me during the period of my sabbatical or difference-in-pay leave pursuant to the provisions of the Memorandum of Understanding between the California Faculty Associate and the Trustees of the California State University under the authority of the Higher Education Employer-Employee Act.

I further understand and agree that:

### Repayment/Interest

Repayment of the monies paid to me during my sabbatical or 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 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.

### Cancellation

My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my sabbatical or difference-in-pay 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.

### Ill. 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.

### 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.

8. 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.

C I understand that if I am delinquent on any 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.

### Law of California

The law of California shall govern the interpretation of this promissory note.

(PAGE 2 of Document should also be included but is not part of this example)