

UT MARTIN REAGAN FACULTY LEAVE AGREEMENT

This Agreement, by and between the University of Tennessee, acting through its Martin Campus ("University" and (Faculty Member").

WITNESSETH:

Whereas, in consideration of the Faculty Member's agreeing to participate in University's Reagan Faculty Leave Program (as described in Faculty Member's Application for Leave), University agrees to furnish Faculty Member either half salary for a one-year leave or full salary for a half-year leave as specified herein:

Monthly Salary _____ # Months _____

Dates of Leave: _____

University further agrees to furnish Faculty Member up to \$500 for travel, supplies, and other program expenses. Applicable fringe benefits and withholding procedures are described in University Policy Concerning Fringe Benefits contained herein; and

WHEREAS, in consideration of the furnishing of the above mentioned sums, paid on a salary continuation basis to the Faculty Member;

NOW, THEREFORE, in consideration of the mutual covenants herein after contained, the parties agree as follows:

The Faculty Member agrees either (a) to return to UT Martin for full-time employment for a period of two months for every month of leave awarded and paid, commencing at the completion of the leave; or (b) to reimburse the University the total amount of pro rata portion of the award (including salary, benefits and expenses) plus interest at the rate of six (6) per cent per year should the Faculty Member fail to return to the service of the University for the period stated herein. Reimbursement shall be made within a reasonable time and in no event later than sixty (60) days after notice is given to the University by Faculty Member (either by communication or by failure to report for employment) of intent to withhold services. Faculty Member further agrees to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

WITNESS the hands of the parties on the ____ day of _____, _____.

THE UNIVERSITY OF TENNESSEE:

FACULTY MEMBER:

University Policy Concerning Fringe Benefits for Faculty/Staff Members on an Approved Professional Development Grant

Retirement

The University will make retirement contributions during the period of the approved leave at a rate determined by the faculty member's annual salary rate in effect before the beginning of the approved leave. Such leave will be counted as creditable service in determining retiree health benefits related to length of service. This creditable service will not be awarded until completion of the return to work requirement.

Group Hospitalization Insurance

Faculty members on educational grants are eligible for Group Hospitalization Insurance. The employee's share of the cost of this insurance will be withheld by payroll deduction in accordance with established procedures. The amount of cost of this insurance will be withheld by payroll deduction in accordance with established procedures. The amount of the deduction and scheduled life insurance coverage will be determined by the actual rate of pay of the faculty member immediately prior to the beginning of the leave. The University will pay the employer's share of the cost of this insurance.

Unemployment Insurance

The University will provide Unemployment Insurance based on the reduced rate of pay of the faculty member while on leave.

Social Security and Withholding Taxes

The University will withhold federal income tax in accordance with applicable withholding rates, and such payments will be subject to Social Security taxes. However, the grantee should be governed by appropriate Treasury Department regulations or advice of his or her attorney relative to any special tax benefits available in connection with educational leave compensation or incurred expenses.