

# THE UNIVERSITY OF TENNESSEE Faculty/Staff Development Grant

1. Employee's Name: \_\_\_\_\_  
(Last) (First) (MI)

2. Soc. Sec. No.: \_\_\_\_\_ Budget Acct. No.: \_\_\_\_\_

3. Study Period of Grant From \_\_\_\_\_ to \_\_\_\_\_

4. Number of months grant is needed: \_\_\_\_\_

5. Study Location: \_\_\_\_\_  
(Name of Institution)

\_\_\_\_\_  
(Address of institution)

6. Degree or goal which Grantee is working toward: \_\_\_\_\_

7. Justification for Development Grant Award: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Approvals: \_\_\_\_\_  
(Signature of Chairman)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Dean or Director)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chancellor or Vice President)

Date: \_\_\_\_\_

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

### Retirement

The University will withhold retirement contributions by established payroll deduction procedures during the period of the approved leave at a rate determined by the grantee's annual salary rate in effect before the beginning of the approved leave. The University will match these retirement contributions in accordance with established procedures. Such leave will be counted as creditable service in determining retirement compensation and all other benefits related to length of service.

### 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 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

Recent court cases indicate that compensation in the form of an educational grant from an employer to an employee is considered as taxable income to the grantee. Consequently, the University will withhold federal income tax in accordance with the 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.

# THE UNIVERSITY OF TENNESSEE FACULTY/STAFF DEVELOPMENT CONTRACT

This contract by and between THE UNIVERSITY OF TENNESSEE, acting by and through its campus,  
\_\_\_\_\_, party of the first part, and \_\_\_\_\_, party of the second part.  
(employee)

WITNESSETH:

WHEREAS, in consideration of the party of the second part agreeing to pursue additional training and/or education terminating in the receipt of \_\_\_\_\_ to be  
(degree, certificate, etc.)  
conferred by \_\_\_\_\_, the party of the first part  
(institution or organization)  
part agrees to furnish to the party of the second part for a period of \_\_\_\_\_ months the sum of \$ \_\_\_\_\_ per  
month plus tuition and/or registration fees in the amount of \$ \_\_\_\_\_ per (semester/quarter) for \_\_\_\_\_ terms, in  
order to enable the party of the second part to complete the stated training and/or education.

Applicable fringe benefits and withholding procedures are described in University Policy Concerning Fringe Benefits, on p. 1, this contract by reference; and

WHEREAS, in consideration of the furnishing of the above mentioned sums, paid on a salary continuation basis to the party of the second part;

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

The party of the second part agrees to render either (a) full-time employment service with compensation to the party of the first part for a period of two months for every month of grant awarded and paid, commencing at the completion of the additional training and/or educational goal herein described; or (b) part-time employment service (as hereafter defined) with compensation to the party of the first part for a period commencing at the completion of the additional training and/or educational goal herein described, such period of time to be proportionate to the full-time service required above and/or as approved by the Senior Vice President as hereinafter stated. In all cases, the Senior Vice President must approve by execution below the aforementioned part-time equivalency and the other parts of this agreement.

The party of the second part agrees to reimburse the party of the first part the total amount of pro rata portion of the award granted plus interest at the rate of six (6) per cent per year should the party of the second part fail to return to the service of the party of the first part for the period stated herein this contract. Reimbursement shall be made within a reasonable time and in no event later than sixty (60) days after notice is given to the party of the first party by the party of the second part (either by communication or by failure to report for employment) of intent to withhold services.

The party of the first part reserves the right to terminate the employment of the party of the second part with the stipulation that the financial obligation of said party of the second part to the party of the first part is canceled, provided, however, such termination shall be in accordance with University policies and procedures as applied to termination of any faculty/staff member, without regard to leave status. The party of the second part **agrees** that the period of time served on a Faculty/Staff Development Grant will not be counted as part of the probationary period prior to his/her being considered for tenure.

WITNESS the hands of the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THE UNIVERSITY OF TENNESSEE

\_\_\_\_\_  
Senior Vice President

BY:

\_\_\_\_\_  
Vice-president  
First Party

\_\_\_\_\_  
Second Party