

The College of William and Mary
Tenure Agreement

This is an agreement entered on _____ for the payment of employee moving and relocation expenses of _____ who has accepted employment with [_____, a [school][institute][program][department] of] the College of William and Mary in Virginia.

In order to assist the Employee in meeting the extraordinary expenses of moving and relocation and as a further inducement to accept employment, the College agrees to reimburse the Employee for moving and relocation expenses in accordance with the *Commonwealth of Virginia Moving and Relocation Regulations CAPP Topic 20345* issued by the Office of the Comptroller in effect on the date of this agreement, on the terms and conditions set forth therein and as follows.

1. It is agreed that the total reimbursable expenses will be limited to \$ _____.
2. In consideration of the College's offer to reimburse moving and relocation expenses, the Employee agrees to remain in the employ of the College for period of twelve (12) months beginning _____.
3. The Employee further agrees that in the event the Employee does not remain in the employ of the College as a full-time employee for the full twelve-month period, the Employee will repay to the College a *pro-rated amount of the* gross reimbursement for moving and relocation expenses, including actual money plus related payroll taxes withheld by the College, whether received directly by the Employee or paid to third parties on the Employee's behalf. The amount to be repaid shall be prorated on a monthly basis such that for each full month during which the Employee remained in the employ of the College, the amount to be repaid shall be reduced by one-twelfth (1/12) of the gross reimbursement. [The amount to be repaid, or any portion thereof, may be deducted from salary or other payments due to the Employee upon or subsequent to separation.]
4. The College, in its sole discretion and with the recommendation of the [Provost], may waive repayment if the Employee is separated for reasons beyond the Employee's control, but termination for cause, including standards of conduct violations, shall not be deemed to be a reason beyond the Employee's control. Repayment will not be required if termination at the election of the agency due to unsatisfactory job performance (except to the extent such unsatisfactory performance constitutes cause) or as a result of a layoff (for operational or classified employees).

The Employee should be aware that reimbursements, with certain exceptions, will be included in the Employee's gross income for federal income tax purposes.

In witness to this agreement, the parties execute their acceptance of its terms by affixing their signatures below.

Employee Signature _____ Date _____

Agency Head Signature _____ Print Name _____ Date _____