



PROCESSING RELOCATION ALLOWANCES

APPOINTMENT AGREEMENT

Request relocation in the *special conditions* section of the ESP Dynamic Form. Specify an exact amount (up to \$3,000 for in-state hires and \$5,000 for out-of-state) to be included in the final employment agreement, based on the resources, needs, etc. of the Hiring Department.

MOVING EXPENSE AGREEMENT (Form attached)

Forward a Moving Expense Agreement form to the new employee after he/she has signed an employment contract. The Hiring Department should process a Moving Expense Agreement on the employee's first day so that payment can be made on the first payroll, if at all possible. Electronic signatures are acceptable for processing the form. All payments must be made within twelve (12) months of the date employment begins for new employees. Late ESPs require a justification memo and the President's signature.

The Dean/Department Head whose account funds an employee's move must notify Human Resources if the employee does not remain employed at the Institution for at least one year so that the Institution can seek repayment from the employee.

BUDGET REVISION

Submit a Budget Revision, if needed, in advance of processing an Extra Service Pay Form. [NOTE: Hiring Departments *transferring* funds via a Budget Revision at year-end should ensure those funds are paid by year-end to prevent losing funds set aside in the current year and having to obligate funds in the succeeding year.]

EXTRA SERVICE PAY FORM

Submit an Extra Service Pay (ESP) form in Dynamic Forms along with a copy of the fully-executed Moving Expense Agreement and copy of the signed Employment Agreement. Payment will be processed on the monthly payroll for that month only if the information reaches Human Resources by the 10th of that month.

TENNESSEE STATE UNIVERSITY

MOVING EXPENSE AGREEMENT

This Moving Expense Agreement (the "Agreement") is made between **TENNESSEE STATE UNIVERSITY** (the "Institution") and _____ (the "Employee") as of the date of execution of this Agreement by Employee.

WITNESSTH:

WHEREAS, the Employee, with an employment date effective _____, desires to move and relocate his/her residence from _____ to the Nashville, Tennessee, area and the Institution desires to provide an allowance to help defray the cost of the moving expense,

NOW, THEREFORE, the parties agree as follows:

1. The Institution agrees to provide Employee \$ _____ for moving expenses incurred for the relocation.
2. In consideration for the Institution providing this allowance, the Employee agrees to remain employed by the Institution for a period of at least one year. For faculty appointed on an academic basis, one year is defined as one regular academic session (Fall and Spring semesters, for a total of nine months). For all other annual faculty and employees, one year is defined as twelve months. Should the Employee leave employment prior to completion of that year, the Employee will be liable to the Institution and shall reimburse the Institution for the full amount of the moving allowance paid to Employee.
3. The Employee hereby gives the Institution an express lien on all salaries, wages, and other sums payable to him/her by the Institution for the purpose of securing all amounts due under Section 2 above in the event the Employee leaves prior to one year's employment at the Institution. The Employee authorizes the Institution to withhold all amounts due under this Agreement from any sum payable to the Employee by the Institution, including by withholding any amount due to the Institution from Employee's final paycheck.
4. If the Employee fails to remain employed as indicated in Section 2 above for reasons beyond his/her control considered sufficient by the Institution, all or part of the liability under Section 2 may be waived by the Institution. The determination of the sufficiency of the excuse for repayment will be determined by the Director of Human Resources, and, if approved, the waiver must be in writing.
5. The moving allowance will be paid directly to the employee, reported as taxable income, and is subject to applicable tax withholdings at the time of payment. The amount of the moving allowance will be reported in boxes 1, 3, and 5 of the Employee's W-2 for the year in which it was paid.
6. The Employee is solely responsible for all moving arrangements. The Institution does not provide relocation services, and it expressly disclaims all liabilities related to Employee's moving arrangements. The Employee is not required to submit moving expense receipts to the Institution, but the Employee may be required to keep them for personal tax filing purposes.

Employee Signature Date

Employee Printed Name

Department Name

Department Account Number (FOAP) to be charged

Department Head Signature Date

Dean Signature Date

VP/ Division Head Signature Date

INSTRUCTIONS: Submit this form along with a copy of the signed contract to the Division Head for final approval. All information must be complete, and all signatures must be affixed. The department must attach the **Moving Expense Agreement** and a copy of the **Employment Agreement** to the Dynamic Form- Extra Service Pay.

Revised 3/08/2024