



## **Guidelines for Relocation Payments to New Employees**

These guidelines are established in accordance with University policy 3356-7-54 and provide guidance for relocation expenses/allowances consistent with university needs, sound business practices and budgetary limitations in accordance with applicable laws and regulations.

The Office of Human Resources is responsible for administering these guidelines. Relocation payments are intended as a tool for recruiting talented faculty and staff to the University. Relocation payments should not be offered arbitrarily but rather should be aligned with University business needs. **Questions about these guidelines can be directed to the Office of Human Resources at (330) 941-1508.**

### **1. Eligibility.**

- a. Full-time faculty and professional administrative staff, including athletic coaches, are eligible for relocation allowances regardless of the dollar amount or source of funding.
- b. In order to be eligible for a relocation allowance, the distance between the employee's former home and the university's campus must be at least fifty (50) miles.
- c. All employees receiving a relocation allowance or related form of payment are required to sign the university's standard relocation expense repayment agreement that is attached to these guidelines.
- d. In order to be eligible, employees must relocate their household within three (3) months of the effective date of their initial date of employment and provide notification of their new address to the Office of Human Resources.

### **2. General Procedures.**

- a. All relocation allowances must be negotiated at the time a position is offered, circulated through the electronic hiring proposal process, approved by the hiring manager and by Human Resources, and included in the offer letter or appointment form prepared by the University's Human Resources office.
- b. The standard relocation allowance will not exceed one-thousand dollars (\$1,000.00).
- c. In certain circumstances and with the approval of the Associate Vice President for Human Resources and the Vice President for Finance, an employee may receive a relocation allowance that is greater than the standard amount. In such cases, payment should not exceed the employee's one-month base salary.
- d. An approved relocation allowance will be processed as a one-time lump sum payment and included with the employee's regular semi-monthly paycheck.
- e. Additional payment by the University for hotel or other temporary accommodations should not be made outside of these guidelines. If temporary housing is provided, prior approval is required by the Associate Vice President for Human Resources

and by the Vice President for Finance, and will be included on the hiring proposal and offer letter and/or appointment form prepared by Human Resources.

- f. In unique circumstances and with the prior approval of the Associate Vice President for Human Resources and the Vice President for Finance, the university may pay an approved vendor or reimburse the employee for the movement of personal belongings. Prior approval is required and applicable procurement services procedures must be followed. Payment of moving expenses must also be included in the offer letter or appointment form issued by Human Resources.

**i. Eligible moving expenses:**

1. Moving expenses for household goods, furniture, clothing, appliances, and other personal effects.
2. Charges for packing, insurance, disconnecting and connecting appliances.
3. Reasonable in-transit lodging expenses, parking fees, tolls, and the university's standard mileage rate for one (1) trip to the new residence.

**ii. Ineligible expenses include but are not limited to:**

1. Expenses classified as non-reimbursable under the Ohio Administrative Code regarding travel regulations (in-state and out-of-state).
2. Cost of meals while traveling from prior residence to new residence.
3. Pre-move house-hunting expenses.
4. Real estate expenses, including selling or settling a lease on the prior residence and buying or acquiring a lease on a new residence.
5. Storage charges, including in-transit storage and handling charges.
6. Expedited moving charges.
7. Commercial transportation of animals or pets.
8. Commercial transportation of automobiles, boats or trailers.
9. Storage sheds and building materials.
10. Property related to a commercial enterprise in which the individual or members of the newly-hired employee's family are engaged.
11. Maid service.
12. Alterations to furnishings.
13. Lease or mortgage cancellation fees.
14. Unused tuition expenses.
15. Cancelled club memberships.
16. Recreational vehicles, pleasure boats, vacation trailers.

- g. Payments and/or reimbursements made in accordance with these guidelines are subject to state, local and federal tax regulations and will be reported as taxable income and/or as a taxable fringe benefit on the employee's IRS form W-2.



- h. All relocation expenses/allowances will be charged to the hiring department’s budget and are subject to the availability of funds.
- i. Although expenses may occur prior to the employee’s start date, relocation payments will not be made until after the employee begins employment with the University.

**3. Repayment.**

- a. Employees receiving payment of relocation expenses/allowances will be required to sign the Relocation Expense/Allowance Repayment Agreement form prior to receiving payment. (The Repayment Agreement form is attached to these guidelines.)
- b. An employee who voluntarily separates from the university prior to completing 2 years of continuous service or is terminated for cause is required to pay back the relocation expenses/allowance as follows:

<b>Days Employed</b>	<b>Repayment</b>
0 - 365	100 %
366 - 485	75 %
486 - 605	50 %
606 - 730	25 %

**4. Exceptions.**

Any exception to these guidelines must be submitted in writing to the Associate Vice President of Human Resources and be supported by university business necessity. Exceptions are subject to the written approval of the Associate Vice President for Human Resources and by the Vice President for Finance.





## **Relocation Expense Repayment Agreement**

This document is the Relocation Expense Repayment Agreement (hereafter referred to as “Agreement”) between Youngstown State University (hereafter referred to as “University”) and \_\_\_\_\_ (hereafter referred to as “Employee”). In the course of the Employee’s employment with the University, it is mutually agreed that it would be in the best interest of both parties for the Employee to relocate and for the University to pay a relocation allowance. This Agreement will remain in effect if the Employee resigns or is terminated by the University.

The Employee’s relocation allowance is subject to the following terms and conditions:

1. The University agrees to pay for certain relocation costs as specified in the hiring proposal and/or appointment letter. The Employee agrees to repay the University for the relocation allowance and/or other related payments if the Employee voluntarily terminates employment with the University prior to completing either two years of continuous service, commencing from the Employee’s date of hire, or the established employment term if such term is less than two years. Further, the Employee agrees to repay the University such costs if the Employee is terminated for “just cause” within the two-year period from the Employee’s date of hire. “Just cause” shall mean: (a) neglect or failure to fulfill the duties, responsibilities and obligations required of your position; (b) any conduct that constitutes moral turpitude or that would bring public disrespect of the University; (c) a serious violation of any local, state, or federal law; (d) any NCAA violation; or (e) any other normally understood meaning of “just cause” in similar employment at the other public universities in the State of Ohio. The Employee will have fourteen (14) days from date of resignation or termination to make repayment. The percentage of relocation allowance to be repaid is based on the number of calendar days employed (i.e., number of continuous days on employed status, not number of days physically present for work), according to the following table:

<b>Days Employed</b>	<b>Reimbursement</b>
Day 0 – 365	100%
Day 366 – 485	75%
Day 486 – 605	50%
Day 606 – 730	25%

If it is found that the Employee obtained employment fraudulently (e.g., under falsified credentials), the Employee agrees to repay the University 100% of the relocation costs previously paid by the University, regardless of the number of days employed.

- 2. The Employee agrees to pay for any and all costs for services and materials as may be incurred during the course of relocation that are not authorized for payment, and agrees that University payment for such unauthorized costs may at the University’s election be recovered through payroll deductions unless other arrangements are agreed upon.
- 3. The Employee agrees to maintain accurate records of all expenses incurred in connection with such relocation. The University’s obligations hereunder are conditional on the Employee’s adequate substantiation of expenses by proper records and receipts. All payments for relocation expenses are subject to applicable local, state and/or federal taxes.
- 4. It is agreed that any amount owed to the University under any of the paragraphs above may, at the University’s discretion, be deducted from any monies owed by the University to the Employee, including any salary, wages, bonuses, vacation pay, or severance pay, and that any excess of such amounts owed to the University, beyond any amounts deducted, shall be paid within thirty (30) days after severance of employment, after which interest at the maximum legal rate on any unpaid balance shall be due and owing by the Employee, together with all costs and attorney’s fees which are incurred by the University in the collection of such amounts.

**ACCEPTANCE**

Employee acknowledges having read this Agreement and having understood it; agrees to be bound by its terms and conditions; and agrees that this Agreement constitutes the entire Agreement with respect to the matters contained herein.

**Youngstown State University**

**Employee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(typed or printed)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(typed or printed)

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

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

