



## **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: \_\_\_\_\_

