

**FACULTY DIVERSITY COMPOSITION INITIATIVE**

**LOAN REIMBURSEMENT PROGRAM AGREEMENT**

This Loan Reimbursement Program Agreement (“Agreement”) is entered into by and between the Board of Governors of Missouri State University (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Candidate”).

WHEREAS, the Candidate has made arrangements to pursue a terminal degree; and

WHEREAS, the University and the Candidate desire to reach an agreement pursuant to the University’s Faculty Diversity Composition Initiative under which the Candidate commits to work for the University after obtaining a terminal degree and the University commits to pay supplemental compensation to the Candidate during the Candidate’s employment with the University, with the intent that such supplemental compensation will be used to reimburse some or all of the expenses incurred by the Candidate in pursuing such degree.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and

intending to be legally bound hereby, the parties hereto agree as follows:

1. The Candidate commits to the following:

1. To obtain the degree referenced below from the institution referenced below on or before the date referenced below:

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

Degree

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

Institution

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

Date

1. To become and remain employed by the University for a period of no less than \_\_\_\_\_\_ uninterrupted years, starting no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_;
2. To comply with all of the University’s reasonable instructions and requests for information before, during, and after such degree program and subsequent employment;
3. To maintain a 3.0 cumulative GPA (on a 4.0 scale) while pursuing the degree referenced above;
4. To earn grades only higher than a “C” while pursuing the degree referenced above; and
5. To make satisfactory progress (in the University’s sole discretion, as established with the respective academic unit that commits to employ the Candidate) toward the degree referenced above.

2. If the Candidate performs as committed in paragraph 1 above, the University will pay the Candidate, in addition to the ordinary compensation for the Candidate’s employment, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each month (“Supplemental Compensation”) for a period of \_\_\_\_\_ months. Payments will be made at the same time the Candidate receives his or her monthly salary payment. Supplemental Compensation payments will cease and terminate at the earlier of (1) the payment of the last monthly payment referenced in this paragraph, or (2) the termination of the Candidate’s employment (regardless of whether such termination was due to resignation by the Candidate, termination by the University, with cause, without cause, or otherwise).

3. The Candidate understands that (i) Supplemental Compensation will constitute taxable compensation income to the Candidate for federal, state and local income tax purposes for the year in which such amount is paid; (ii) Supplemental Compensation will be included in an IRS Form W-2 to be issued to the Candidate by the University; and (iii) the University will notify the Candidate of the amount of any federal, state and local income taxes and employment taxes required to be withheld by the University in respect of Supplemental Compensation, and the University in its sole discretion may (A) require the Candidate to provide the funds necessary to satisfy such withholding obligation and/or (B) withhold the appropriate income taxes and employment taxes from the Candidate's wages. The Candidate is responsible for paying the Candidate’s portion of all taxes associated with Supplemental Compensation, and the Candidate will indemnify the University for any monies expended (including but not limited to judgments, settlement payments, attorney’s fees, and court costs) related to demands or claims made against it for taxes associated with Supplemental Compensation.

4. In consideration of the Candidate’s obligations hereunder, appropriate administrators at the University will recommend to the University’s Board of Governors that the University employ the Candidate in the position referenced below for hire on or before the date referenced below at or above the salary referenced below (if a salary has been agreed upon):

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

Position and Rank

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

Department or Unit

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

Date of Hire

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

Salary (if left blank, no salary has been agreed upon)

 If the parties have not agreed upon a salary, the University agrees to pay the Candidate a reasonable salary comparable to at least market value or to the salaries paid to other similarly qualified and situated individuals hired into the position and rank referenced above in the department or unit referenced above on or about the date of hire referenced above.

This Agreement shall not be construed as a contract for employment. The University’s obligation to recommend Candidate’s employment is contingent upon sufficient enrollment; and the University reserves the right to revoke this recommendation due to misconduct, the University’s financial situation, or for other reasonable cause. The Candidate’s employment will be governed by the same policies, procedures, regulations, and handbooks applicable to other employees holding the same position and rank in the department or unit referenced above. If the Candidate is not employed by the University or if the Candidate’s employment is terminated (by the Candidate or by the University, with or without cause) before the end of the term set forth in paragraph 1(b) above, the University will be under no continuing obligation to pay Supplemental Compensation to the Candidate. If the University breaches this Agreement, all remedies available at law and in equity will be available to the Candidate.

5. Time is of the essence for all obligations and conditions in and under this Agreement.

6. This Agreement shall constitute the entire agreement between the parties. No waiver or modification of the terms of this Agreement shall be valid unless in writing, signed by the Candidate and the University. Any modification shall be valid only to the extent set forth in writing.

7. The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

8. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties’ successors and assigns. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

9. This Agreement shall be construed under the laws of the State of Missouri. Any legal action between the parties arising out of or otherwise relating to this Agreement may be filed and maintained only in the state or federal courts located in Greene County, Missouri.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

**CANDIDATE**

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

Candidate Signature

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

Printed Name of Candidate

**THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY**

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Clifton M. Smart, III

President