

GRANT AGREEMENT

For Participation in the
Tennessee Board of Regents
Black Faculty and Staff Development Grant-in-Aid Program

This agreement, made this _____ day of _____, 19_____, by and between Tennessee Board of Regents (institution/technology center/Central Office), hereinafter referred to as "Institution" and _____, hereinafter referred to as "Recipient."

W I T N E S S E T H

WHEREAS, the Institution has chosen to participate in the Tennessee Board of Regents Black Faculty and Staff Development Grant-in-Aid Program by providing grant funds to selected applicants; and

WHEREAS, the Recipient has been selected as a recipient for said grant funds;

NOW, THEREFORE, the parties agree to the terms and conditions stated herein.

1. The Institution shall award to the Recipient a Grant-in-Aid to pursue an approved educational program or course of study that may consist of one or more of the following types of aid (check all that apply):

- _____a. _____ per month living allowance to be used by the Recipient at his/her discretion, provided the Recipient's approved course of study is away from the home institution.
- _____b. Reimbursement of approved tuition-related fees in an amount not to exceed the actual maintenance fees or tuition charged by the educational institution in which the Recipient enrolls pursuant to this grant agreement. Tuition-related fees include maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration. Tuition-related fees do not include room, board, and supplies.
- _____c. Reimbursement of textbooks required for course(s) in which the Recipient is enrolled pursuant to this grant agreement.
- _____d. Reimbursement of certain pre-approved mileage expenses for travel to and from class.

Actual amounts disbursed to or on behalf of the Recipient shall be recorded in the Institution's Business Office. Recipient may review charges at a mutually agreeable time for Recipient and keeper of the records.

2. The Recipient is awarded this grant under the (check one):

_____ Faculty Development Program

_____ Staff Development Program

Recipient is currently employed by the Institution in the position of _____.

3. This grant is awarded for use by the Recipient during the period beginning _____, and ending _____ or at such point where the Recipient is no longer eligible or desires to continue in the program.
4. Recipients will be selected to participate in this program on an annual basis. Therefore, allocation of funding in any given year will be at the discretion of the sponsoring institution.

Renewal of participation is also dependent on the Recipient's satisfactory progress towards completion of a course of study. Participants in undergraduate programs must receive a grade of A, B, or C for all courses. Graduate program participants must receive a grade which will allow the particular course to be credited towards his/her degree requirements. Grade reports will be required of the Recipient after each semester and failure to meet the above requirements, absent adequate justification, will be one criterion used in determining continued participation.

5. This grant is awarded to the Recipient for use in defraying the costs of the following approved educational program course(s) of study:
6. Upon completion of the above approved educational program or course(s) of study, or at such time the Recipient chooses to withdraw from participation in the program the Recipient shall remain in the employ of the Institution for a period of time based on one of the options listed below. This election shall be made by the Recipient upon completion of participation in the program.
 - a. For a period not less than one year of full-time employment for each full-time equivalent year of Grant-in-Aid. (Full-time participation shall be defined as thirty (30) semester hours of undergraduate work or twenty-four (24) semester hours of graduate work.)

OR

- b. For a period until the actual gross salary earned by Recipient equates the actual amounts disbursed to or on behalf of the Recipient.
7. Should the Institution make continued employment available with normal pay increases and at the same or higher level of responsibility to the Recipient upon completion of the approved program of study and the Recipient fails to remain in the employ of the Institution, the Recipient hereby agrees, immediately upon completion of the approved educational program or course(s) of study, to reimburse the Institution for the full amount disbursed to or on behalf of the Recipient pursuant to this agreement. Should Recipient remain in the employ of the Institution for a period of time insufficient to fulfill the obligation of Section 6 above, the Recipient shall reimburse to the Institution a prorated portion of the amount disbursed to the Recipient. Such prorated portion shall be based on the completion of study

in proportion to the required period of employment under the terms of this contract. This amount is due prior to the last day of employment at the Institution.

8. If the Recipient leaves the employment of the Tennessee Board of Regents system prior to fulfilling his/her obligation, reimbursement will not be required as long as the Recipient remains employed by any Tennessee Board of Regents institution or the University of Tennessee Board of Trustees or one of its institutions.
9. If the debt is not satisfied as of the last day of the Recipient's continuous employment within the TBR or University of Tennessee Systems, a financial obligation to the institution based upon the terms of the contract is created. The contract, Exhibit EB-8, specifies that if employment is terminated prior to fulfillment of the employment obligation, the final paycheck and check representing the amount of accrued, but unused annual leave may be withheld as repayment of the financial obligation. If such amounts are insufficient to recoup the amount owed by the employee, the institution has the option of pursuing one of two methods to achieve repayment as stated below:
 - a. The amount or balance owed shall become an account receivable and the institution shall follow the procedure outline in Guideline B-010, Accounts Receivable - Employee Receivables. If payment in full is not obtained, the debt shall be assigned to a collection agency; or
 - b. The employee will be required to execute a promissory note (Exhibit EB-3) acknowledging receipt of the grant and containing repayment terms and conditions consistent with the grant agreement prior to the employee leaving the institution should he/she fail to fully complete the employment requirements of this contract. The promissory note shall include the following terms:
 - (1) The Recipient agrees to pay all attorneys fees and other costs and damages necessary for collection for any amount not paid when due.
 - (2) The Recipient agrees to pay interest at the rate of 8% per year on any amount not paid when due.
 - (3) Failure of Institution to provide notices hereunder or make demands shall not be deemed a waiver of any rights hereunder.
10. If Recipient is involuntarily terminated from his/her employment by the Institution, for reasons other than a violation of the terms of his/her employment, or if a tenured faculty member as a result of tenure termination proceedings prior to fulfillment of Recipient's obligation under Section 6 above, the Recipient's obligation shall be canceled in full and no reimbursement shall be required.
11. The entire obligation of the Recipient hereunder shall be canceled upon receipt by the Institution of notice that the Recipient is deceased or has become permanently and totally disable, as evidenced by the written affidavit of a qualified physician.

12. The Recipient agrees to accept no other financial assistance without first notifying the Institution.
13. The Recipient agrees to maintain any financial records relative to funds received under this agreement for a period of three (3) years from the final disbursement. Such financial records shall be subject to audit by the State of Tennessee.
14. The Recipient shall notify the Institution of any change of address.
15. If the recipient should receive a student scholarship, he/she will notify the Office of Human Resources immediately.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

Recipient

Date

Program Coordinator

Date

President/Chancellor

Date