

MIDDLE TENNESSEE STATE UNIVERSITY
IMMIGRATION EXPENSE ALLOWANCE AGREEMENT

This agreement made on _____(date) between Middle Tennessee State University (referred to as the University), and _____
(Employee's full name) (referred to as the Employee),

WITNESS:

WHEREAS, the Employee, with employment date effective _____
(Employment date) desires to become employed at the University and to have University reimburse Employee for employment-related immigration expenses, and the University desires to reimburse Employee for employment-related immigration expenses up to \$ _____. The parties therefore, agree as follows:

1. The University agrees to reimburse Employee an amount up to \$ _____. Employee's reimbursement shall not exceed employee's actual costs. All reimbursement claims must comply with the guidelines and policies of the Tennessee Board or Regents system and the Tennessee Comptroller's rules and regulations.
2. Employee must provide the University with original receipts for all expenses in order to receive reimbursement.
3. Only employees who are required to pay immigration fees to work and live in the U.S. are eligible for reimbursement. The allowance cannot be used to defray non-immigration-related costs or any costs(s) not associated with the individual employee's immigration expenses.
4. Reimbursement shall not exceed Employee's actual, documented expenses. No employee may receive reimbursement more than once.
5. Reimbursable fees include: fees charged by a licensed immigration attorney retained in connection with the application, filing, permanent residence fee, fee for and application to enter the U.S., fee for application to remain in the U.S., and associated fees required in the application process, such as medical examinations, fingerprinting, photo identification, postal/courier fees, and costs of evaluating foreign academic credentials or translations of foreign documents.
6. In consideration for the University reimbursing Employee for immigration expenses, the Employee agrees in writing to remain employed by the University for a period of twenty-four (24) months following the effective date of his/her employment agreement, unless separated for reasons beyond his/her control and acceptable to the institution. The service agreement statement should be maintained in the employee's personnel file. In case of a violation of such an agreement, any funds expended by the

institution for such allowance shall be recoverable from the employee as a debt due the institution in the same manner as educational allowance payments.

7. Employee hereby gives the University an express lien on all salaries, wages, and other sums payable to him/her by the University, for the purpose of securing all amounts due under Section 5 above if Employee leaves prior to the expiration of two year's employment at the University. In the event that Employee voluntarily leaves institution prior to the expiration of two years, Employee hereby expressly authorizes University to withhold all amounts due under this Agreement from any sum payable to Employee, including the Employee's final paychecks and, if sufficient funds are not available from Employee's final paychecks, from Employee's retirement.

8. If Employee fails to remain employed as indicated in Section 5 above for reasons beyond his/her control considered sufficient by the University, all or part of the liability under Section 5 may be waived by the University. Any such waiver must be approved in writing by the Employee's department head or dean and the President. (The dean/department head, whose account paid for the Employee's immigration expense, must notify Human Resources if the Employee does not remain employed at the University for at least two years.)

Employee (Signature)

Date

Appropriate Vice President (Signature/Date)

Employee (Print or Type)

Appropriate Vice President (Print or Type)

Employee's Identification Number

Department Name

Account Number to be Charged

Department Contact and Phone Number

Director of Accounting Services (Signature)