

EMPLOYEE MOVING SERVICE AGREEMENT
State Board of Examiners - SBEX Form #442-30A
State of Idaho

"Agency" as used herein is

Name: Idaho State University
State of Idaho
Address: 921 S. 8th Ave.
Campus Box 8219
Pocatello, ID 83209-8219

"New Hire" (hereinafter called "Employee")
or
"Employee" as used herein is

Name: _____
Address: _____

"Board" as used herein is the State Board of Examiners, State of Idaho. "Agency Head" as used herein is the director, chief administrator or president of a State of Idaho agency or institution of higher education.

WHEREAS, the Agency and Employee are mutually desirous that Employee's place of residence be relocated from _____ to _____; and

WHEREAS, The Employee certifies having read the *Idaho State University Moving Reimbursement Policy* in effect as of the date of this agreement, which said agency shall attach hereto with the Employee's signature, the Employee hereby agrees to abide by the terms of these policies.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Agency and Employee do hereby agree to the following:

1. The Employee agrees to remain in the employing Agency in the position as hired at the date of this agreement for a period of one (1) year, beginning on _____, unless waived by petition to the Agency Head and approved by the Board (completion of academic 9-month contract or equivalent is considered the same as one year);
2. The Agency agrees to reimburse or pay on behalf of the Employee certain expenses incurred as a result of moving. Reimbursable expenses are limited according to the State Moving Policy in effect on the date of this agreement and incorporated herein by reference. It is agreed that the total reimbursable expenses may be paid up to a limit of ten percent (10%) of the employee's base salary or \$15,000, whichever is less; unless an additional amount has been authorized by the Board of Examiners;
3. The Agency and Employee agree that said reimbursement is conditioned upon the Employee remaining in the employ of the Agency as cited in paragraph 1, and that should the Employee voluntarily resign this position or is dismissed for intentional misconduct in the Agency during the designated term of employment, the Employee shall repay the Agency according to the following schedule:
 - a. Should the reimbursement not exceed \$5,000 total and the Employee voluntarily resigns within one year (as defined above) from the beginning date of employment, the Employee shall be required to pay back all (100%) of the reimbursed expenses; or
 - b. Should the reimbursement exceed \$5,000 and the Employee voluntarily resigns more than one year and less than two years from the beginning date of employment, the Employee shall be required to pay back that portion of the reimbursed expenses that exceeded \$5,000; or
 - c. Should the reimbursement exceed \$10,000 and the Employee voluntarily resigns more than two years and less than three years from the beginning date of employment, the Employee shall be required to pay back that portion of the reimbursed expenses that exceeded \$10,000.
4. Any exemptions to this policy require a petition and approval from the Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Employee Signature

Date

Financial Vice President

Date