

University of Tennessee at Martin Procedure: Procedure on HR0330-M - Education Assistance (Fee Waiver)	
Version:1	Effective Date: 05/04/2022

UNIVERSITY OF TENNESSEE AT MARTIN EMPLOYEE TUITION ASSISTANCE PROGRAM

PURPOSE

The University of Tennessee at Martin (“UTM”) Employee Tuition Assistance Program (“Program”) is designed to cover tuition for one (1) course for credit per term at any Tennessee state supported college, university, or area vocational-technical school (“Enrolling Institution”) for eligible faculty members and staff who are engaged in a program of study seeking an advanced degree (“Degree Program”). This assistance includes tuition charges, maintenance fees, student activity fees, and registration fees net of any scholarships (collectively, “Tuition Assistance”). Excluded from Tuition Assistance are parking fees, lab fees, fees over and above tuition charged for courses within a particular discipline and special fees for on-line courses except for on-line courses taken through the Regents Online Degree Program. This assistance will be in addition to the “Additional Fee Waiver at Tennessee Board of Regents and Locally Governed Institutions” stated in HR0330 - Educational Assistance (Fee Waiver) but will be subject to any eligibility criteria or other requirements stated therein.

Since the University of Tennessee (“UT”) fee waiver stated in HR0330 already exceeds the Program, the Program may not be used by UTM employees to take courses at any UT campus. Employees seeking assistance under the Program must comply with the Enrolling Institution’s requirements.

Eligibility Criteria

Tuition assistance will only be granted if the course, or its equivalent, is not offered by UT as determined by the Vice Chancellor of the employee’s area. Any exception will be considered on a case-by-case basis. Any courses already completed will not be considered for tuition assistance.

Any other fees will be the employee’s responsibility.

Tuition Assistance is subject to the following conditions:

- The employee establishes eligibility for the course at issue and the Degree Program by satisfying all admission requirements and by completing any or all prerequisite courses and following established registration procedures.
- The employee agrees to work the prescribed percent of time for which employed and to make up time or use annual leave for time taken for class attendance, based upon an arrangement with the supervisor and department head. If possible, courses should be taken outside the normal working day. The needs of the office shall be considered by the supervisor and the department head in approving class time or make-up/leave time during the normal working day. All requests for a modified work schedule to take courses must be approved by the employee's department head and the director of human resources or their designees.
- The employee executes the Employee Tuition Assistance Program Contract in the form attached hereto.
- The Program will be administered in accordance with System-wide Policy FI0910 – Taxability of Graduate Tuition Waiver for Employees. Accordingly, the employee executes the Employee Request for Job-Related Tuition Waiver form attached hereto. The completed form must be approved by the employee's department head or supervisor and submitted with the request for Tuition Assistance.
- The employee accepts responsibility for delivering tuition invoices to the Office of Research and Sponsored Programs (“ORSP”).

Employees who are on leaves of absence with pay and those on leaves of absence without pay due to an on-the-job injury or family and medical leave will retain eligibility for the assistance.

Employees on other types of leaves of absence without pay will not be entitled to this benefit.

Continued Eligibility

Employee agrees to participate in and pursue the educational program to the best of his/her ability and to use reasonable efforts to complete the Degree Program. Should Employee not complete the Degree Program, including should Employee fail the Degree Program, withdraw, or be expelled from the Degree Program, UTM's financial obligation under this contract shall immediately cease and Employee will be required to reimburse UTM for one hundred percent (100%) of the Tuition Assistance already provided.

Exclusions or Special Circumstances

Tenure-track faculty will generally be ineligible for tuition assistance. Additionally, the Program is not available to the following employees:

- Temporary employees, including student employees, or non-UTM employees;
- Employees who have completed less than one (1) year of continuous full-time employment at UTM as of the course registration date;
- Employees who have received an official notice that their employment is ending or projected to end;

- Employees who have been subject to disciplinary action within the last twelve months;
- Employees who have been subject to academic misconduct within the last twelve months; and
- Employees on leave of absence without pay unless the leave of absence is due to an on-the-job injury or family and medical leave.

Requests for Assistance

Program process guidelines are located on the Office of Research and Sponsored Programs (“OSRP”) website. Requests for Tuition Assistance will be processed as follows in sequential order:

1. Employee receives written letter of support from his/her/their supervisor or, in the case of a faculty member, from his/her/their department chair and dean;
2. Employee receives written letter of support from the Vice Chancellor of the employee’s area stating commitment to payment of Tuition Assistance upon completion of all Tuition Assistance requirements;
3. Employee contacts the Enrolling Institution to obtain financial obligations per semester (hours, rates, etc.);
4. Employee contacts ORSP to provide information specific to the employee necessary to complete the Employee Tuition Assistance Program Contract and execute said contract;
5. ORSP to provide copy of the signed Employee Tuition Assistance Program Contract to Human Resources. Human Resources will maintain a copy of the contract in the employee’s personnel file; and
6. Employee ensures proper and timely delivery of tuition invoice to ORSP for processing and payment (tuition invoices may be submitted electronically to the employee or directly to ORSP).

A request for assistance does not guarantee admission to the relevant Enrolling Institution. The employee is responsible for applying for admission to the applicable program and enrolling in the course.

Employee Repayment Obligations

- Satisfaction of Obligation. Employee agrees to render full-time employment service, with compensation, to UTM for a period of two (2) years for a master’s degree or five (5) years for a doctoral degree, commencing at the completion of the degree as herein described. Upon each anniversary of Employee’s completion of the Degree Program, the amount that Employee would be required to reimburse UTM for Tuition Assistance as described below shall be reduced by fifty percent for (50%) if the Employee earned a master’s degree and twenty percent (20%) if the Employee earned a doctor’s degree.

In the event Employee is required to reimburse UTM for Tuition Assistance under this Agreement, then within sixty (60) days of the date of the event that triggered Employee's reimbursement obligation (e.g., date of voluntary resignation of employment by Employee; date of termination of employment for gross misconduct by the University), Employee shall pay UTM the full amount of the Tuition Assistance owed or enter into a repayment plan not to exceed twenty-four (24) months. Interest at the rate of six percent (6%) per year calculated from commencement of the Degree Program will be applied to the amount owed to UTM. Employee further agrees to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

- Employee Repayment Obligation in the Event of Termination or Resignation. In the event Employee resigns from UTM or is terminated for gross misconduct prior to degree completion, Tuition Assistance will terminate immediately, and Employee shall reimburse UTM one hundred percent (100%) of the Tuition Assistance that was paid under this contract. If Employee's employment with UTM is terminated involuntarily for reasons other than gross misconduct, Employee shall not be required to reimburse UTM for any Tuition Assistance.
- Employee Repayment Obligation in the Event of Death or Disability. If Employee's employment with UTM is terminated due to death, or permanent and total disability, then neither the Employee nor the Employee's estate shall be required to reimburse UTM for Tuition Assistance.
- Deduction Authorization. Employee agrees that UTM, in its sole discretion, shall be entitled to withhold, offset, and deduct from the final paycheck, as well as any payout for accrued annual leave, the amount that is owed to UTM by Employee for reimbursement of Tuition Assistance.

Not all unique circumstances can be addressed by policy or procedure. As a result, UTM uses discretion in the approval or denial of Tuition Assistance based upon the application of program principles, program availability, existing guidelines, etc. All final decisions on awarding of assistance will be made by the Vice Chancellor of the employee's area and may not be appealed.

Related Documents

Employee Tuition Assistance Contract

Employee Request for Job-Related Tuition Waiver

FOR MORE INFORMATION

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