



Appendix B

TENNESSEE DEPARTMENT OF TRANSPORTATION EMPLOYEE OUT-SERVICE FULL-TIME TRAINING CONTRACT

This contract made and entered into this _____ day of _____ 20 ____, by and between the Tennessee Department of Transportation, hereinafter referred to as "Employer," and _____, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, the Employee is currently in the employ of the Employer, and

WHEREAS, the Employee desires certain out-service training to increase his/her fitness for his/her job, and

WHEREAS, The University of Tennessee has admitted the Employee to an On-line Civil Engineering Master's Degree Program for employees within the Department of Transportation for the purpose of pursuing a Master's Degree in the field of Civil Engineering, hereinafter referred to as the Educational Program;

NOW THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, the parties covenant and agree as follows:

1. The Employer shall pay directly to The University of Tennessee toward the tuition for the Educational Program into which Employee has been accepted ("Tuition Assistance"). This Tuition Assistance shall be paid in installment payments as billed by The University of Tennessee for the Educational Program.
2. The Employee shall remain enrolled in the aforementioned Educational Program, barring unforeseen circumstances beyond the control of the Employee or the Employer as determined by the Employer.
3. The Employee will remain in the employment of the Employer for a minimum of twelve (12) months or for twice the number of months enrolled in classes through the Educational Program once time in the program is completed, whichever is greater, subject to the alternative arrangement stated in Items 5, 6, and 7 below.
4. The Employee shall comply with the requirements detailed in Policy Number 230-19 of the Policies and Procedures of the State of Tennessee Department of Transportation.
5. Should the Employee fail to be employed for the Employer for the required period described in Item 3 above or fail to satisfy the provisions of Items 2 and/or 4 of this Contract, the Employee shall reimburse the Employer for the Tuition Assistance listed in Item 1. The Employer shall cap reimbursement at the cost

incurred by the Employer for two (2) courses per semester. Employee agrees that the Educational Program is voluntarily undertaken by the Employee with knowledge of its repayment terms.

6. The Employee shall request and shall have an exit conference with the Employer prior to the date of his/her termination of employment at which time the Employee shall execute an installment note that sets out the repayment terms should the Employee elect not to complete the provisions of Items 2, 3, and 4 of this Contract. If the Employee fails to execute this note or to attend the exit conference remaining salary and tuition payments may be withheld by the Employer and Employee will still be liable to Employer as otherwise set out in this Contract.
7. Employee shall make any reimbursement described in Item 5 on the date of his/her termination of employment by payment of full amount due to the Employer, or pursuant to the terms of the note described in Item 6 at the election of the Employer.
8. Should it be necessary to initiate action to enforce this Contract, including the collection of any money to which the Employer is entitled under this Contract, the Employee shall pay Employer's attorney fees and all court costs and other applicable charges incurred in said proceedings.
9. The Employee or his/her estate shall not be bound by this Contract if the Educational Program is terminated prior to completion, either at the convenience of the Employer or because of death, prolonged illness, disability, or similar conditions beyond the control of the Employee, as determined by the Employer. Discharge for charges such as misconduct, unsatisfactory work, or similar causes will not automatically relieve the Employee of financial obligation.
10. Nothing in this Contract constitutes a commitment or guarantee on the part of the Employer to provide employment to the Employee for any specific period of time or duration.
11. The waiver or failure of either party to exercise, in any respect, any right provided in this Contract shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
12. This contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Employee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Employee acknowledges and agrees that any rights or claims against the Employer and the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated* §§ 9-8-101 through 9-8-407.
13. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

14. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral. This Contract may be modified only by a written amendment signed by all parties hereto.
15. The Employer may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Employer. The Employer shall give the Employee at least thirty (30) days written notice before the effective termination date. The Employee shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Employer be liable to the Employee for compensation for any service which has not been rendered. Upon such termination, the Employee shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
16. If the Employee fails to properly perform his/her obligations under this Contract in a timely or proper manner, or if the Employee violates any terms of this Contract, the Employer shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Employee shall not be relieved of liability to the Employer for damages sustained by virtue of any breach of this Contract by the Employee.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

EMPLOYEE:

Employee Signature Date

Printed Name of Employee Signatory Above

DEPARTMENT OF TRANSPORTATION:

Commissioner Signature Date

Approved As To Form and Legality:

General Counsel Date