## **APPENDIX A**

## TRANSITIONAL SALARY ADVANCE REQUEST AND PAYROLL DEDUCTION FORM

Institution Name: University of Wisconsin -Employee Name Printed Employee Social Security Number (last 4 digits) I request a salary advance of \$\_\_\_\_\_ (gross amount – amount before taxes) and authorize a payroll deduction to be taken from my paycheck(s) in accordance with my repayment option designation, below. If sufficient salary, net of all mandatory deductions, is not available to repay the advance in accordance with the schedule I have selected, the maximum amount possible will be deducted for repayment and will continue to be deducted from subsequent paychecks until the salary advance is repaid. In the event that I terminate employment with the University or Institution prior to repayment of the entire advance, I fully understand that any unpaid balance will then become immediately due and payable to the University or Institution. \_\_\_\_ (Must correspond with a scheduled pay date. Must be one of the Date of Salary Advance: employee's first two pay dates following the employee's transition to a biweekly pay schedule.) This form must be turned in to your institution's HR Office at least 15 calendar days prior to the requested Date of Salary Advance. **Repayment Schedule** I authorize payroll deductions to be withheld from my paychecks for six (6) pay periods following the date of the salary advance noted on this form. In choosing this option I understand that the amount of my advance will be divided by six (6) and that equal payments will be withheld from each paycheck until the advance is repaid. Any outstanding balance still owed as of the pay date on December 30, 2021 will be withheld from that paycheck, to ensure that the entire amount is repaid during the 2021 calendar year. I understand that **federal taxes must be withheld** from my paycheck at the time the advance is given to me and will be adjusted, accordingly, on each paycheck that includes a repayment. Employee Signature Date Signed Printed Name of Person Authorizing Salary Advance Signature of Person Authorizing Salary Advance Date Signed **Employee Departmental Accounting Code** Human Resources Verification of Eligibility [Print Name] Human Resources Signature

Please read and agree to Additional Terms on Reverse

Signatures required: Employee, Personal Authorizing Advance, Institution Payroll/Human Resources Office.

## **Additional Terms and Conditions**

**PREPAYMENT.** The employee shall have the right at any time and from time-to-time to prepay the salary advance in whole or in part via payroll deduction without premium or penalty.

**SUCCESSORS.** This agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the employee and the employer. The employee waives presentment for payment and notice of non-payment. Employee may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the employer.

**COSTS UPON DEFAULT.** All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the employer in enforcing this agreement as a result of any default by the employee, will be added to the principal then outstanding and will immediately be paid by the employee.

**SEVERABILITY.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this agreement will in no way be affected, impaired or invalidated as a result.

**APPLICABLE LAW.** This agreement will be construed in accordance with and governed by the laws of the State of Wisconsin.

**REMEDIES.** No delay or omission on part of the employer in exercising any right hereunder shall operate as a waiver of any such right or of any other right of the employer, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the employer shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the employer.