

## Tuition Reimbursement Obligation Agreement

This tuition reimbursement agreement is made on \_\_\_\_\_ (Date) by and between, DISTRICT, and \_\_\_\_\_ (Employee).

Employee has voluntarily applied to and been accepted into the following education program at \_\_\_\_\_ (accredited university, college or program) for the academic year (annual) beginning on \_\_\_\_\_ (Date) and ending on \_\_\_\_\_ (Date).

Employer has agreed, on the terms set forth in this agreement and in accordance with the Tuition Reimbursement Policy and Procedures, to financially assist employee in paying tuition for this educational program. In exchange for the employer's financial assistance, employee agrees to remain employed with employer for a specific time period as set forth in this agreement or by repayment (if employee leaves before completing the agreed upon service to employer as provided in this agreement).

In consideration of the mutual promises set forth in this agreement, employer and employee agree as follows:

- Initial\_\_\_\_\_ 1. **Tuition Assistance:** Employer shall pay directly to employee the tuition for the accredited educational program into which employee has been accepted. There is a limit/total of \$\_\_\_\_\_ per school year.
- Initial\_\_\_\_\_ 2. **Employee Obligation:** Employee agrees to participate in and pursue the educational program to the best of their ability and to use reasonable efforts to complete the program. Should the employee not complete the program, fail the program, withdraw or be expelled from the program, the employer's obligation shall immediately cease.
- Initial\_\_\_\_\_ 3. **Obligation Satisfied Three Years After Payment:** Employee will have no obligation to pay employer for any payments made toward tuitions assistance if, on the third anniversary of that installment payment, employee has maintained continuous employment with employer. In the event employee voluntarily quits his employment with employer, employee shall immediately pay, without demand, an amount equal to
- Initial\_\_\_\_\_ payment.
4. **Deduction Authorization:** Employee authorizes employer to deduct the amount of any tuition reimbursement obligation from any compensation due and owing to employer at time of separation from employment; including but not limited to salary, wages, bonuses, commission, vacation pay.
- Initial\_\_\_\_\_ 5. **No Guarantee of Employment:** Nothing in this agreement constitutes a commitment of guarantee on the part of the employer to provide employment to employee for any specific period of time or duration. Unless otherwise provided in writing other than this agreement, employee's employment shall remain 'at-will.'
- Initial\_\_\_\_\_ 6. **Notices:** Any notice required or permitted to be given under this agreement shall be in writing, and may be given by personal delivery, email or by mail. Notice shall be deemed

given upon actual receipt in the case of personal delivery or email, or within two (2) business days of mailing. Notices shall be sent to the addresses listed on the signature page of this agreement.

- Initial\_\_\_\_\_ 7. **No Waiver:** The waiver or failure of either party to exercise, in any respect, any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- Initial\_\_\_\_\_ 8. **Indemnity:** The employee hereby indemnifies and saves harmless the employer from and against any and all suits, claims, actions, damages and other losses which the employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the tuition payments hereunder as a benefit to the employee.
- Initial\_\_\_\_\_ 9. **Amendments and Modification Only in Writing:** The terms and conditions set forth herein constitute the entire agreement between the employer and employee and supersede any communications or previous agreements with respect to the subject matter of this agreement. There are no written or oral understandings directly or indirectly related to this agreement that are not set forth herein. No change can be made to this agreement other than in a writing signed by both parties.
- Initial\_\_\_\_\_ 10. **Governing Law; Venue:** The employer and employee agree that any action to interpret or enforce this agreement shall be governed and enforced according to the laws of the State of Texas and any dispute under this agreement must be brought in this venue and no other.
- Initial\_\_\_\_\_ 11. **Attorney Fees:** If employer or employee brings any legal action or seeks arbitration regarding the interpretation or enforcement of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees from the other party, in addition to any other relief that may be granted.
- Initial\_\_\_\_\_ 12. **Severability:** If any term of this agreement is held by a court of jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- Initial\_\_\_\_\_ 13. **Successors and Assigns:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of employer and employee. Employer may assign any right or interest arising under this agreement to any third party. This agreement is not assignable by employee.

### Employer (Designate)

Full Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

### Employee

Full Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_