

Tuition Reimbursement Policy

Adopted:

Revised:

Purpose

Career Academy of Utah (the "School") believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School, therefore, desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid to obtain additional education that will improve their ability to serve the School and its students.

Policy

The School may reimburse tuition for School employees if the following conditions are satisfied:

- (1) The School has employed the Employee for at least one (1) year.
- (2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the Employee's performance in his/her present job, or will enable the Employee to remain current with changes or developments in their field; or (b) an elective that is part of a degree program that is job-related.
- (3) The courses are taken at (a) a fully-accredited Utah college or university; or (b) a school providing training or instruction that is approved by the State Board of Education.
- (4) Courses may be for credit or not.
- (5) Except in unusual circumstances and as approved by the Executive Director, courses must be taken outside of regularly scheduled work hours.
- (6) Reimbursement will only be provided when the Employee obtains approval from the Executive Director and enters into a written agreement attached to this policy. The Employee shall obtain approval for reimbursement from the Executive Director at least thirty (30) days prior to the start date of the Employee's course(s). Reimbursement will be at the sole discretion of the Executive Director. Priority will be given for reimbursement for courses and degrees pursued at the Executive Director's request.

- (7) The amount of tuition reimbursed is at the sole discretion of the Executive Director but shall not exceed the lesser of 75% of an employee's tuition or a maximum of \$5,000 per Employee per degree.
- (8) Total tuition reimbursement payments from the annual School budget shall not exceed \$20,000 per year. The Executive Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.
- (9) Reimbursement payments will not be made until the Employee:
- (a) Provides evidence of completion of the course(s) with a passing grade;
 - (b) Provides an itemized receipt of the payment of tuition; and
 - (c) Passes any applicable Praxis exam.
- (10) In consideration of the tuition reimbursement contemplated under this policy, the Employee must agree to work at the School for a minimum term of three (3) years from the date of the last tuition reimbursement payment to the Employee. The terms of the Employee's employment with the School will be subject to any employment agreement between the Employee and the School. Failure to complete three (3) years of employment from the date of the last tuition reimbursement payment to the Employee for any reason (including, but not limited to, breach of contract under the employment agreement by the Employee, or the Employee's refusal, unwillingness, or inability to execute the employment agreement if offered, or to satisfactorily perform as required) will result in the Employee being required to make tuition repayment to the School. This repayment of tuition by the Employee to the School will be on a pro-rata basis. For example, but not by way of limitation: If the Employee does not complete one (1) year of service, all tuition monies received by the Employee will be refunded to the School. If the Employee completes one (1) year but less than two (2) years, two-thirds (2/3) of all tuition monies received by the Employee will be refunded to the School. If the Employee completes two (2) years but less than three (3) years, one-third (1/3) of all tuition monies received by the Employee will be refunded to the School. Upon completion of three (3) years of service, no refund shall be required.
- (11) Requests for exceptions to the maximum amounts described in paragraphs 7 and 8 may be brought to the Board for a vote. If the Board votes to make an exception for an employee to the maximum amount described in paragraph 7, the written agreement attached to this policy shall be modified accordingly for the Employee.

TUITION REIMBURSEMENT AGREEMENT

This **Tuition Reimbursement Agreement** (the “**Agreement**”) is entered into this _____ day of _____, 20_____, between **Career Academy of Utah**, (the “**School**”), and _____, an individual (the “**Employee**”).

RECITALS

- A. The School operates a charter school in Utah.
- B. The Employee is currently employed with the School.
- C. The Employee desires the School's financial assistance to obtain additional education in order to improve the Employee's skill and professional competence for the benefit of the School (the “**Coursework**”).
- D. The School desires to reimburse part of the Employee's tuition and, in connection therewith, to provide an incentive for the Employee to continue to work at the School thereafter.
- E. The School and the Employee desire to enter into this Agreement in order to carry out that intent.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the School and the Employee agree as follows:

- 1. The Employee will satisfactorily complete the requirements associated with the Coursework.
- 2. Each course for which the Employee will seek reimbursement must be job-related or a required course for a degree that is job-related.
- 3. The School will reimburse the Employee's tuition for the Coursework in the amount of either (a) the lesser of 75% of the tuition for the Coursework or \$5,000 OR (b) a lesser amount as follows:

- 4. The School will provide reimbursement in accordance with the School's Tuition Reimbursement Policy when the Employee:

- (a) Provides evidence of completion of the course with a passing grade;
- (b) Provides an itemized receipt of the payment of tuition; and
- (c) Passes the _____ Praxis exam. [include this if applicable]

5. In consideration of the tuition reimbursement contemplated under this Agreement, Employee agrees to work at the School for a minimum term of three (3) years from the date of the last tuition reimbursement payment to the Employee under this Agreement. Terms of employment are subject to the annually executed Employment Agreement between the Employee and the School. Failure to complete three (3) years of employment from the date of the last tuition reimbursement payment to the Employee for any reason (including, but not limited to, breach of contract under the Employment Agreement by Employee, or Employee's refusal, unwillingness, or inability to execute the Employment Agreement if offered, or to satisfactorily perform as required) will result in Employee being required to make tuition repayment to the School as follows:

- (a) Repayment of tuition by the Employee to the School will be on a pro-rata basis. For example, but not by way of limitation: If Employee does not complete one (1) year of service, all tuition monies received by Employee will be refunded to the School. If Employee completes one (1) year but less than two (2) years, two-thirds (2/3) of all tuition monies received by Employee will be refunded to the School. If Employee completes two (2) years but less than three (3) years, one-third (1/3) of all tuition monies received by Employee will be refunded to the School. Upon completion of three (3) years of service, no refund shall be required.
- (b) Employee agrees that any amounts owed to the School under this provision may be deducted from Employee's final paycheck, except to the extent prohibited by federal or state minimum wage laws.
- (c) Any amount owed in excess of what is deducted from Employee's final paycheck must be paid to the School within twelve (12) months of the date Employee's employment with the School is terminated (voluntarily or involuntarily), at no interest.
- (d) If repayment within twelve (12) months would cause an undue hardship on Employee, then Employee may request an extended repayment plan from the Executive Director, and the Executive Director will negotiate such a repayment plan in good faith. Any extended repayment plan will be documented by a promissory note and will bear interest at a rate of seven percent (7%) per year. In the event the Executive Director and Employee are unable to agree on an extended repayment plan, any amount owed by the Employee in excess of what is deducted from Employee's final paycheck must be paid to the School as set forth in subsection (c) above.

6. The Employee acknowledges that this Agreement does not guarantee the Employee continued employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

The School:

Executive Director

The Employee:

**** TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE ****