



EARLY LIGHT ACADEMY

TUITION REIMBURSEMENT AGREEMENT

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

RECITALS

- A. The School operates a charter school in South Jordan, 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 mark of B or better;
 - (b) Provides an itemized receipt of the payment of tuition; and
 - (c) At the Director's sole discretion, 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 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 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 year of service, all tuition monies received by Employee will be refunded to the School. If Employee completes one year but less than two years, two-thirds of all tuition monies received by Employee will be refunded to the School. If Employee completes two years but less than three years, one-third of all tuition monies received by Employee will be refunded to the School. Upon completion of three 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 Director, and the 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 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:

****PLEASE SEND ORIGINAL SIGNED AGREEMENT TO ACADEMICA WEST TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE AND FOR PAYMENT****