



RCCSS Tuition Repayment Agreement

This Agreement is entered into between the Rapid City Catholic School System (“RCCSS”), and _____ (the “Employee”) on _____ (Date).

Recitals

Section 1. The University of Mary (“Mary”) offers advanced degrees relating to education.

Section 2. RCCSS has established a tuition assistance program to assist its employees in their pursuit of an academic degree attainment through Mary.

Section 3. The Employee desires to obtain a masters degree in

(the “Degree”).

Section 4. Mary is offering the Employee its Catholic Educator’s Scholarship, which provides the Employee a 50% reduction of the cost of tuition to earn the Degree.

Now, therefore, the Parties agree as follows:

Agreement

Article 1. Tuition Assistance

Section 5. RCCSS will pay 50% of the Employee’s tuition costs in obtaining the Degree, after applying Mary’s 50% Scholarship, or, 25% of the total tuition costs. RCCSS will pay any applicable online course fees.

Section 6. Among the other requirements for participation in this program, the Employee must agree to remain employed with RCCSS for a period of three years following completion of the Degree or, as provided for below, repay all or a part of the tuition amount paid on his or her behalf by RCCSS.

Section 7. The purpose of this Agreement is to define and memorialize the understanding and Agreement of RCCSS and the Employee.



Article 2. Terms of Assistance

Section 8. Participation in the Tuition Assistance Program (the “Program”) requires a minimum number of employees participating, and is also limited to a maximum number of employees based upon funding. Therefore, the Employee acknowledges that he or she must obtain prior written approval from the Superintendent of RCCSS to participate in the Program.

Section 9. The Employee must complete the Degree. If the Employee does not complete the Degree within seven years after RCCSS makes the first tuition assistance payment on his or her behalf, then he or she must repay the tuition assistance as set forth in Section 15 below.

Section 10. It is further understood and agreed that this Agreement will remain in full force and effect for such time as the Employee takes advantage of the Program. Therefore, in the event that the Employee takes time off between semesters or academic years from his or her pursuit of the Degree, this Agreement applies to non-consecutive fiscal year assistance.

Article 3. Not a guarantee of continued employment.

Section 11. The Employee further acknowledges and agrees that nothing contained in this Agreement, or in the Program, guarantees his or her employment for any period of time, and is not a contract for employment.

Article 4. Repayment.

Section 12. In the event that the Employee voluntarily leaves employment with RCCSS within **12 months** of receipt of tuition assistance from RCCSS under the Program, he or she agrees to reimburse RCCSS in full for the amount of any fees and/or tuition assistance paid by RCCSS on the Employee’s behalf.

Section 13. In the event that the Employee voluntarily leaves employment with RCCSS between **12 and 24 months** of receipt of tuition assistance from RCCSS under the Program, he or she agrees to reimburse RCCSS two-thirds of the amount of any fees and/or tuition assistance paid by RCCSS on the Employee’s behalf.

Section 14. In the event that the Employee voluntarily leaves employment with RCCSS between **24 and 36 months** of receipt of tuition assistance from RCCSS under the Program, he or she agrees to reimburse RCCSS one-third of the amount of any fees and/or tuition assistance paid by RCCSS on the Employee’s behalf.

Section 15. In the event that the Employee fails to complete the Degree within seven years after RCCSS makes the first tuition assistance payment on his or her behalf



under the Program, but also continues to be employed by RCCSS, then the Employee will execute a promissory note in favor of RCCSS containing the following terms:

- a. Repayment of the total amount of any fees and/or tuition assistant paid on behalf of the Employee;
- b. Amortized over 5 years;
- c. Requiring monthly payments; and,
- d. Accruing interest on the unpaid principal at the rate of 5% per year.
- e. If the Employee defaults on repaying the note, then the entire balance will be immediately due.

Section 16. In the event that the Employee must reimburse RCCSS pursuant to the above terms and conditions, the Employee agrees and authorizes RCCSS to withhold from his or her final paycheck, or disbursement of any kind, any amount necessary to satisfy any reimbursement due under this Agreement. Such withholding may equal the entire amount of the final paycheck or disbursement, and may or may not fully satisfy his or her outstanding balance. In the event that the entire amount of the Employee's final paycheck or disbursement does not satisfy the balance due, RCCSS may pursue all legal and equitable means to collect any balance due.

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date indicated below.

Employee:

RCCSS:

[signature]

By: _____
Barbara Honeycutt
Superintendent

Date: _____

Date: _____