

**CAROLINE COUNTY PUBLIC  
SCHOOLS  
Tuition Reimbursement Agreement**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ (herein referred to as "employee"), and CAROLINE COUNTY PUBLIC SCHOOLS

(herein referred to as the "school division"), provides as follows:

**WHEREAS**, the school division currently employs employee as a(n) \_\_\_\_\_, and the employee has requested assistance in gaining advanced education related to his employment; and

**WHEREAS**, the employee will complete a course or training to improve job skills, to complete an advanced degree program, or for recertification; and

**WHEREAS**, both parties recognize that the school division has an interest in ensuring that the employee continues employment for at least two years following completion of the course or training.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the school division and employee agree as follows:

1. Employee has completed \_\_\_\_\_ (class), at \_\_\_\_\_ (college/university) from \_\_\_\_\_ (date course began) to \_\_\_\_\_ (date course ends).
2. Upon verification of successful completion of a course, school division shall reimburse employee the amount of \_\_\_\_\_ as set forth by the approved request for payment of tuition or training fees. The employee shall present proof that payment for the course or training equals or exceeds the amount requested for reimbursement.
3. This agreement is made in consideration of the employee's intention to remain employed with the school division for at least two years after the completion of the course or training for which tuition reimbursement is made. Accordingly, the employee agrees that the tuition reimbursement will be refunded in full to the school division in the event that the employment of the employee is terminated by the employee, for any reason, or the school division, for cause, at any time prior to two years after the completion of the course or training for which tuition reimbursement has been received. In no event shall a refund be required if the employee maintains full employment with the division for the said two-year period or the employment is terminated by reason of a permanent disability or death.
- A. The employee by his/her signature below agrees that all tuition reimbursement paid to the employee shall be deducted from the last pay check from the school division. After such deduction, any remaining balance owed to the school division shall continue to be an obligation of the employee to the school division.
- B. If withholding the funds from a final paycheck is not an option; the employee may elect to pay the obligation under this Agreement in one of two ways:
  1. The employee may repay the full amount due within five (5) days of the date of termination from employment.
  2. The employee may sign a promissory note, on a form approved by the Caroline County School Board, agreeing to make equal monthly installments to be paid in full within a period of no more than 12 months from the date of termination.
- C. Cost of Collection: In the event that the employee does not pay the full amount due within the terms stated above, the school division shall be entitled to collect the entire amount due and take any necessary legal action to do so. In the event that this matter shall require legal action and/or the services of an attorney or collection agent, the school division shall be entitled to recover from the employee, in addition to the amount due, all reasonable attorney's fees, collection and court costs.
- D. The employee acknowledged that by signing this Agreement, the employee is legally bound by its terms. The employee further acknowledges that, if he chooses to do so, the employee has the right to have this document reviewed by legal counsel.

This Agreement is the entire agreement among the parties regarding the matters that are contained herein. This Agreement may only be modified by written agreement by both parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are expressly revoked or waived. If any portion of the Agreement is deemed unenforceable, the remainder of the Agreement is deemed severable. This Agreement is governed by the laws of the Commonwealth of Virginia. The employee's signature below indicates that the employee has fully read this Agreement and understands and agrees to its terms.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date