

TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement (“Agreement”) is made and entered into as of _____ [date], by and between _____ (“Employee”) and _____ (“Employer”).

Employee is currently an employee of Employer. Employee has voluntarily applied to and been accepted into the following educational program at the Drexel University Center for Graduate Studies in Sacramento (“Drexel University”): _____ [name of educational program]. Employer has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program. In exchange for Employer’s financial assistance, Employee agrees to reimburse Employer either through work (by remaining 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:

1. Tuition Assistance. Employer shall pay directly to Drexel University up to a total of \$_____ toward the tuition for the educational program into which Employee has been accepted (the “Tuition Assistance”). This Tuition Assistance shall be paid in installment payments as billed by Drexel University for the program.

2. Employee Obligation. Employee agrees to participate in and pursue the educational program to the best of his or her ability and to use reasonable efforts to complete the program.

3. Obligation Satisfied Two Years After Payment. Employee will have no obligation to pay Employer for an installment payment made toward Tuition Assistance if, on the second annual anniversary of that installment payment, Employee has not voluntarily quit or has not been fired “for cause.” In the event Employee voluntarily quits his or her employment with Employer or Employer terminates Employee “for cause” less than two years after any installment payment is made, Employee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of ___% per year (“Tuition Repayment Obligation”). As used in this Agreement, “for cause” means any material misrepresentation, theft or fraudulent act toward Employer, any other employee or any client of Employer.

4. Set-off Against Final Paycheck. To the extent allowed by law, Employer may deduct the amount of any Tuition Repayment Obligation from any compensation due and owing to Employee at time of separation from employment.

5. No Guarantee of Employment. Nothing in this Agreement constitutes a commitment or guarantee on the part of Employer to provide employment to Employee for any specific period of time or duration. Unless otherwise provided in a writing other than this Agreement, Employee’s employment shall remain “at-will.”

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice shall be deemed given upon actual receipt in the case of personal delivery or e-mail, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.

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.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire agreement between the parties 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.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employer and Employee agree that any action to interpret or enforce this Agreement or which arises out of this Agreement shall be brought in the Superior Court of the State of California, _____ County, or, if applicable, in the United States Federal Court for the Eastern District of California.

10. Attorneys' 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 attorneys fees from the other party, in addition to any other relief that may be granted.

11. Severability. If any term of this Agreement is held by a court of competent 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.

12. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER

EMPLOYEE

By: _____
Name: _____
Title: _____
Address: _____

Name: _____
Address: _____

This form tuition assistance agreement was prepared by Angela Schrimp de la Vergne of the Law Firm of Knox, Lemmon, Anapolsky & Schrimp, LLP, Sacramento. Ms. Schrimp de la Vergne is only licensed to practice in California. You should consult with an attorney before using this form as it may not be appropriate for your situation. The use of this form does not create an attorney-client relationship with Ms. Schrimp de la Vergne or Knox, Lemmon, Anapolsky & Schrimp, LLP.