

Wallace Stegner Academy
Policy: Tuition Reimbursement Policy
Adopted: March 18, 2021

Purpose

Wallace Stegner Academy (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 in order to obtain education that will improve their ability to serve in the School and its students.

Policy

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

- (1) The employee has been employed by the School for at least one (1) year prior to enrolling in the first reimbursable course.
- (2) The tuition is for courses or programs 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) Courses are taken at a fully regionally accredited not for profit or public Utah college or university.
- (4) Reimbursement of tuition will only be provided when the following conditions are met:
 - a. The Director (or the Board President or Board Treasurer if the Director is the employee requesting reimbursement) must give initial approval to the employee’s request for reimbursement;
 - b. The Director (or the Board President or Board Treasurer if the Director is the employee requesting reimbursement) must give approval for each course for which reimbursement will be sought before the employee enrolls in the course; and
 - c. The employee must enter into a written tuition reimbursement agreement in the form attached to this policy.
- (5) The employee must agree to work at the School for a minimum of two (2) years following the reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of two (2) years, the prorated portion of the reimbursed tuition must be

repaid to the School based on the number of years employee worked for the School since the most recent reimbursement.

- (6) Reimbursement is limited to a maximum of \$2,000 per year for unlicensed staff members and \$4,000 per year for licensed educators.
- (7) Reimbursement is limited to a total of four (4) years.
- (8) Reimbursement will be paid to the employee when the employee:
 - a. Provides evidence of completion of the course with a passing mark of B or better; and
 - b. Provides an itemized receipt of the payment of tuition.

The approval of an employee's request for reimbursement of tuition as well as the amount of tuition to be reimbursed to an employee will be at the Director's sole discretion (or the Board President's or Board Treasurer's sole discretion if the Director is the employee requesting reimbursement). The Director may also, in his/her sole discretion, set an annual cap on approved tuition reimbursement payments from the School in any given year.

Nothing in this policy guarantees reimbursement of tuition to an employee or an employee's continued employment with the School.

TUITION REIMBURSEMENT AGREEMENT

This **Tuition Reimbursement Agreement** (the “**Agreement**”) is entered into this _____ day of _____, 20_____, between **Wallace Stegner Academy**, a Utah nonprofit corporation (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:

- 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; and
 - (b) Provides an itemized receipt of the payment of tuition.

5. In consideration of the tuition reimbursement contemplated under this Agreement, the Employee agrees to work at the School for a minimum term of two (2) years from the date of the last tuition reimbursement payment to the employee under this Agreement. Terms of the Employee's employment are subject to the annually executed Employment Agreement between the Employee and the School. Failure to complete two (2) 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; Employee's refusal, unwillingness, or inability to execute the Employment Agreement if offered, or to satisfactorily perform as required; or the non-renewal of the Employee's employment with the School) will result in the 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 the Employee does not complete one (1) year of service, all tuition monies received by Employee will be refunded to the School. If the Employee completes one (1) year but less than two (2) years of service, one-half of all tuition monies received by Employee will be refunded to the School. Upon completion of two (2) years of service, no refund shall be required.
 - (b) The Employee agrees that any amounts owed to the School under this provision may be deducted from the 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 the Employee's final paycheck must be paid to the School within twelve (12) months of the date the 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 the Employee, then the 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 the Employee are unable to agree on an extended repayment plan, any amount owed by the Employee in excess of what is deducted from the 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:

Director

The Employee:

****BOARD PRESIDENT OR BOARD TREASURER MUST SIGN ON BEHALF OF SCHOOL IF DIRECTOR IS THE EMPLOYEE SEEKING REIMBURSEMENT****

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