



## TUITION ASSISTANCE AND EMPLOYMENT AGREEMENT

This Tuition Assistance and Employment Agreement (the “Agreement”) is entered into by and between Marion County (“the County”) and Employee working as a Behavioral Health Professional (“Employee”) (collectively, the “Parties”).

1. Agreement. In association with House Bill 2949, the County agrees to pay Employee up to \$7,500 to reimburse for tuition, licensure and/or other educational expenditures set forth in the Marion County and Marion County Employees Association, House Bill 2949 Behavioral Health Workforce Initiative Letter of Agreement for enrollment in an eligible degree path in an accredited school or university. This reimbursement is subject to all required taxes and withholdings, to be paid upon satisfactory completion of approved courses. Satisfactory completion is defined as “C” grade or equivalent if applicable. The Parties agree that the tuition assistance is an unvested wage advance upon receipt that Employee will earn in its entirety by remaining employed by the County as a behavioral health professional for 24 months following the later of: (1) the date that Employee receives reimbursement funds, or (2) the date that Employee completes the approved courses and earns the degree, licensure, or other credential sought (“Start Date”).
2. Multiple Awards. In the event that Employee applies for and receives reimbursement funds on multiple occasions, Employee shall be required to sign a new 24-month employment agreement each time funds are awarded. The 24-month term of any new agreement shall supersede the term of this and all other previous agreements.
3. Repayment of Tuition Assistance. Employee agrees to repay the County all or a prorated amount of the tuition assistance, according to the following terms:
  - (a) Repayment Due to Termination of Employment. If employment with the County is terminated less than 12 full months after the Employee’s Start Date, Employee agrees to repay one hundred percent (100%) of the tuition assistance. If employment with the County is terminated at least twelve (12) full months after the Start Date, but less than 24 full months after the Start Date, Employee agrees to repay the full amount of the tuition assistance or the prorated amount. Employee further agrees that they will repay the tuition assistance by no later than the effective date of the employment termination, and that any outstanding balance on such repayment obligation is delinquent and immediately collectable the day following the effective date of termination.
  - (b) Repayment Forgiveness. The County agrees to forgive any repayment due to the County under this Agreement where the County terminates Employee due to a County or department-wide reduction-in-force. The County may also, in its sole discretion, forgive any repayment due the County under this Agreement under circumstances of an extraordinary or unavoidable nature. **The Parties agree that Employee’s voluntary termination of their employment, or the County’s termination of Employee for any reason other than those stated in this section, are not conditions requiring forgiveness of any repayment due the County under this Agreement.**
4. No Guarantee of Continued Employment. Nothing in this Agreement guarantees employment for any period of time.

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5. Consent to Offset. Employee agrees that any repayment due the County under this Agreement may be deducted to the extent permitted by law from any amounts due Employee from the time of employment termination, including but not limited to wages, accrued vacation pay, and bonuses, and hereby expressly authorizes such deduction(s).
  
6. Acknowledgements and Integration. Employee understands they have the right to discuss this Agreement with any individual, and that to the extent desired, they have availed themselves of this opportunity. Employee further acknowledges that they have carefully read and fully understands the provisions of this Agreement, and that they are voluntarily entering into it without any duress or inducement from the County. Employee also understands and acknowledges that this Agreement is the entire agreement between them and the County with respect to this subject matter, and Employee acknowledges that the County has not made any other statements, promises, or commitments of any kind (written or oral) to cause Employee to agree to the terms of this Agreement.
  
7. Severability. The Parties agree that should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable, and the illegal, invalid, or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law.

Employee Name (Print): \_\_\_\_\_ ID #: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Department Head/Designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Submit completed form to your department representative to place into Laserfiche.**