

TUITION REIMBURSEMENT AGREEMENT

This Tuition Reimbursement Agreement (“Agreement”) is effective _____, 20___, is made by and between Kellogg Community College, a Michigan community college, of 450 North Avenue, Battle Creek, Michigan 49017 (“KCC”) and the undersigned employee of the KCC (“Employee”).

Recitals

1. KCC provides for tuition reimbursement for its employees through various agreements and policies.
2. The Employee has qualified for, and KCC has approved, tuition reimbursement through one of those agreements or policies.
3. KCC and Employee desire to reduce to a writing the terms of the reimbursement agreement.

Now, therefore, in consideration of the mutual promises set forth in this Agreement, KCC and Employee agree as follows:

Terms of Agreement

1. **Reimbursement.** As long as Employee is employed by KCC, upon receipt of proof of payment and completion of the courses by the Employee, Kellogg Community College shall reimburse the Employee for tuition, eligible fees and expenses for books required for each course paid by the Employee for the educational program into which Employee has been accepted and KCC has approved reimbursement (“Reimbursement”). The approved higher education institution(s) for this Agreement and the amount of reimbursement is listed on schedule A.

2. **Repayment.** If an Employee receives Reimbursement pursuant to this Agreement and voluntarily leaves employment with the College within 5 years of receiving Reimbursement, Reimbursement shall become immediately due and payable to KCC (“Repayment”). The amount of Repayment due and owing to KCC shall be as follows:

- A. 100% if received by the Employee within 1 year of voluntarily leaving employment with KCC,
- B. 80% if received by the Employee more than 1 year before voluntarily leaving employment with KCC;
- C. 60% if received by the Employee more than 2 years before voluntarily leaving employment with KCC;
- D. 40% if received by the Employee more than 3 years before voluntarily leaving employment with KCC;
- E. 20% if received by the Employee more than 4 years before voluntarily leaving employment with KCC; and
- F. no repayment if received by the Employee more than 5 years before voluntarily leaving employment with KCC.

The Employee may request a waiver of Repayment upon demonstrating, in the sole discretion of KCC's President, extraordinary circumstances exist for a waiver of any repayment.

3. **Set-off Against Pay.** To the extent allowed by law, KCC may deduct the amount of any Repayment from any compensation due and owing to Employee after Employee provides notice of voluntarily leaving employment.

4. **No Bearing Upon Employment Relationship.** Nothing in this Agreement shall be interpreted to effect Employee's employment relationship with KCC.

5. **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 on file with KCC.

6. **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.

7. **Entire of Agreement.** The terms and conditions set forth in this Agreement constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. A change in KCC policy or other agreements affecting any relationship between KCC and Employee shall not affect this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth in this Agreement. No change can be made to this Agreement other than in a writing signed by both parties.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. **Attorney Fees.** If KCC 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 attorney fees from the other party in addition to any other relief that may be granted.

10. **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.

11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of KCC and Employee. KCC may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

End of agreement – signature page is next page

KELLOGG COMMUNITY COLLEGE

EMPLOYEE

By: _____

Signature: _____

Its: _____

Printed Name: _____

Date: _____

Date: _____

Schedule A

Approved College or University: _____

Total Estimated Reimbursement Amount: * _____

*Actual reimbursement amount, determined upon course completion, will be used if reimbursement is required under the terms of this agreement.