

RETENTION AND TUITION REPAYMENT AGREEMENT

This Retention and Tuition Repayment Agreement ("Agreement") is entered into on this ____ day of _____, 20__, by and between Oakland City University ("Employer") and the undersigned individual ("Employee"). In furtherance hereof, the parties agree as follows:

1. Employer has established a tuition assistance program as a benefit for and to assist eligible employees who wish to pursue or assist their spouses and/or dependents in their pursuit of academic degrees offered by Employer ("Program"). This Program allows such employees, spouses of employees, and dependents of employees who have applied for academic admission with and been accepted for admission to earn academic credit offered by Employer at no immediate cost to the employees, spouses of employees, or dependents of employees so long as certain conditions are met as further described in Employer's policies and procedures and this Agreement.

2. Employee agrees to remain employed with Employer for three (3) years following the latter of: (A) his or her completion of academic credit hours under this Program; (B) his or her spouse's completion of academic credit hours under this Program; and (D) his or her dependent's completion of academic credit hours under this Program. If Employee does not remain employed with Employer for three (3) years for any reason, he or she agrees to pay Employer the value of all or part of the tuition received by him or her and his or her spouse or dependent in accordance with the following schedule:

(i) If Employee's employment is terminated less than one (1) year after academic credit hours are earned under this Program by him or her, his or her spouse, or his or her dependent, Employee shall pay the full value of the tuition received by him or her, his or her spouse, and his or her dependent;

(ii) If Employee's employment is terminated more than one (1) year but less than two (2) years after academic credit hours are earned under this Program by him or her, his or her spouse, or his or her dependent, Employee shall pay $\frac{2}{3}$ of the value of the tuition received by him or her, his or her spouse, and his or her dependent;

(iii) If Employee's employment is terminated after two (2) years but less than three (3) years after academic credit hours are earned under this Program by him or her, his or her spouse, or his or her dependent, Employee shall pay $\frac{1}{3}$ of the full value of the tuition received by him or her, his or her spouse, and his or her dependent;

(iv) If Employee's employment is terminated three (3) years or more after academic credit hours are earned under this Program by him or her, his or her spouse, or his or her dependents, Employee shall not be obligated to pay Employer anything toward the value of the tuition received by him or her, his or her spouse, and his or her dependent.

3. This Agreement does not cover any non-tuition-related or incidental expenses associated with the earning of academic credit hours under this Program by Employee, his or her spouse, or his or her dependent. Employee, his or her spouse, or his or her dependent shall be solely responsible for all such costs, including but not limited to the cost of text books.

4. This Agreement is not an employment contract. Employee agrees this Agreement

is not intended to and does not guarantee that he or she will remain employed by Employer for any period of time. To the extent Employee is employed by Employer on an at-will basis, this Agreement does not modify his or her at-will status.

5. To the extent Employee's employment is terminated and he or she becomes obligated under this Agreement to pay Employer for the value of tuition received, payment shall be submitted by the Employee to the Employer within thirty (30) days from the date of termination or pursuant to such other terms as may be agreed upon by the parties, which may include the execution of a Promissory Note by said Employee in favor of the Employer. If any action is brought to enforce any provision of this Agreement by Employer, Employee agrees to pay all costs associated therewith as well as any costs of litigation, including all reasonable attorney fees.

6. Eligibility and continued eligibility of Employee, his or her spouse, or his or her dependent to participate in this Program shall be determined by Employer's policies and at Employer's discretion. Policies and procedures governing the administration of this Program may be amended by Employer from time-to-time without advanced notice to Employee. Employer reserves the right to limit the number of credit hours that may be taken per academic semester under this Program.

7. By signing below, Employee states that he or she is voluntarily electing to participate in this Program. Employee's participation in this Program is not a condition of employment. In the event Employee does not wish to be bound by the repayment and other requirements of OCU's Program, he or she may waive any right he or she may have to participate in the Program prior to executing this Agreement and accepting Program benefits.

Employee agrees to abide by Employer's policies and procedures governing the Program and the terms and conditions set forth in this Retention and Tuition Repayment Agreement.

Employee name: _____

Employee signature: _____

Date: _____

Approved by Employer:

Print Name: _____

Position: _____

Date: _____