



## TUITION ASSISTANCE PROGRAM ANNUAL PARTICIPATION AND REPAYMENT AGREEMENT

This annual agreement is made and entered into by and between San Benito Health Care District (SBHD), Hazel Hawkins Hospitals Foundation, and Participant:

\_\_\_\_\_

Participant Legal Name (please print) \_\_\_\_\_  
Date

Address: \_\_\_\_\_

Street City State Zip

Phone: \_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Cell

E-mail: \_\_\_\_\_

**CURRENT SBHD EMPLOYMENT INFO:** Employee #: \_\_\_\_\_

Date of Hire : \_\_\_\_\_ Current Position: \_\_\_\_\_

**TUITION ASSISTANCE REQUIRED FOR:** Full / Part Time (circle one)

Name of School: \_\_\_\_\_ School WEB Address: \_\_\_\_\_

School Address: \_\_\_\_\_

Street City State Zip

Degree/Certification: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_  
Month/Year

Tuition Cost Per Semester: \$ \_\_\_\_\_ Total Cost for Degree: \$ \_\_\_\_\_

The purpose of this Agreement is to set forth the terms, conditions and obligations of the parties concerning participation in the Tuition Assistance Program provided by the SBHD and Foundation. **The Hospital Foundation agrees to provide assistance as set forth below. In exchange, Participant agrees to comply with the Program conditions, as set forth below, and remain employed by the SBHD for a specified period after completing the educational program, as set forth below. If Participant meets all of the conditions and obligations as set forth in this Agreement, the advances will be forgiven. If Participant does not meet all of the conditions and obligations set forth below, Participant agrees to repay any advances on the terms set forth in this Agreement.**

1. **Conditions for Participation in the Program**

To qualify for the Tuition Assistance Program, Participant must apply annually and satisfy all of the following conditions throughout the term of this Agreement:

- a. Provide proof of acceptance into the program. (Registration Receipt).

- b. Compliance with any and all requirements for graduation and/or certificate of completion must be met by the **Projected Completion Date**. This opportunity cannot be applied to enrollment in future programs.
- c. Compliance with the requirement to take and pass any licensing exam, certification exam or board exams, as applicable.
- d. Compliance with the terms and conditions of this Agreement.

2. **Application Approval:**

- a. Initial review of annual application is completed by VP for Patient Services or Department Manager. This application is presented to the Hospital Foundation Finance Committee for review and final approval (vote).

3. **Fund Disbursement:**

- a. The total amount of annual Tuition Assistance will be determined by the Foundation Board of Trustees and will be disbursed in installments to be determined by the Foundation: one payment per term with a final installment disbursed only upon confirmation of program completion. Participant will receive a Letter of Confirmation from the Foundation Board of Trustees detailing total amount of award and payment disbursement schedule for that award.

**Total Funds Requested:**                    \$ \_\_\_\_\_

**VP for Patient Services Initials:**        \_\_\_\_\_

**Department Manager Initials:**         \_\_\_\_\_

**Participant's Initials:**                    \_\_\_\_\_

4. **Tuition Payment and Participant Reporting:** Registration receipts listing amount of tuition paid must be submitted to the Foundation office each term.

- a. Unless the tuition assistance to Participant is forgiven, as described in Section 5 of this agreement Principal shall be repaid in twelve (12) equal monthly installments commencing on the first day of the calendar month following the occurrence of any event set forth in Section 5(b), below. An alternative repayment schedule can be negotiated. Participant will be required to fill out and sign a Repayment Agreement form.

5. **Conditions of Repayment of Tuition Assistance**

- a. SBHD **may** forgive Participant's tuition assistance in full if Participant (i) passes the licensing examination, certification examination or other requirement, as applicable, to become a Nurse (CNA, LVN, RN) (ii) accepts a benefited position at SBHD, if **offered to Participant**, and (iii) does not voluntarily withdraw from employment or is not terminated for cause as a benefited Nurse employee of SBHD for a period of 2,080 hours from Participant's start date as a benefited Nurse following completion of the educational program.

- b. **Participant agrees to repay the full amount of the funds** incurred as a result of this Agreement. The funds repayment period shall immediately commence if any of the following events occur: (i) Participant fails to comply with the provisions of 6(b) below or SBHD cannot offer Participant an assignment in a position as Nurse within the time frame set forth in 6(b); (ii) Participant voluntarily leaves SBHD's employment before completing the 2,080 hour commitment from the date of completion of the educational program; (iii) the SBHD exercises its right to terminate the Agreement under Sections 6(d), 6(e) or 6(f), below; (iv) Participant voluntarily does not complete the educational program; (v) Participant fails to return from the leave of absence on the return date; or (vi) Participant voluntarily transfers out of the job classification, for which Participant received tuition assistance.

6. **Term:**

- a. The term of this Agreement shall extend through the duration of the agreed-upon educational program and shall end on that date when Participant's tuition assistance is completely repaid by Participant or forgiven by Hospital Foundation.
- b. Within a reasonable amount of time, not to exceed two (2) months following completion of the educational program or passing of the licensing examination, certification examination or any other requirement, as applicable, Participant agrees to accept the assignment to the classification for which the educational program qualifies the Participant for employment, if it is offered, and to begin work in accordance with the employment rules of SBHD.
- c. **Participation in the Program is not a guarantee that SBHD will offer Participant employment. SBHD will determine if Participant will be placed in such a position or another position for which the Participant possesses skills, but reserves the right, in its sole discretion to postpone placement or to make a decision not to employ Participant. If such a decision is made, SBHD and Participant will discuss, on a case-by-case basis, the options available, including but not limited to forgiveness of the tuition assistance, in whole or in part.**
- d. In the event Participant is unable to complete the educational program within the agreed-upon time, the SBHD, Hospital Foundation, and Participant shall discuss their mutual options including but not limited to: (i) Participant's release from participation in the Agreement, (ii) extension of the term of the Agreement or the educational program, and **repayment of the tuition assistance**. The consequences of an inability to complete the educational program will be discussed on a case-by-case basis.
- e. In the event Participant requests a leave of absence during the term of this Agreement, SBHD, Hospital Foundation, and Participant shall discuss on a case-by-case basis the application of the leave to the Agreement and the Participant's employment and take appropriate action. All leaves of absence will comply with existing SBHD policies and procedures and appropriate labor agreements.
- f. If Participant is totally disabled from work or study for a period of more than sixty (60) days during the term of this Agreement, SBHD, Hospital Foundation and Participant will discuss the rights and obligations of the parties and take appropriate action.

7. **Rules Governing:**

- a. The terms of this Agreement shall be interpreted in accordance with the laws of the State of California.
- b. Should any portion of this Agreement be found by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the unlawful, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.
- c. This Agreement sets forth the entire understanding and agreement between the parties and supersedes any and all prior agreements or understandings, whether written or oral, between the parties hereto pertaining to the subject matter hereof. This Agreement may be amended only by a written agreement that has been signed by duly authorized representatives of all three parties.
- d. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.
- e. Hospital Foundation reserves the right to modify or terminate the Program at any time.
- f. Hospital Foundation reserves the right to take legal action against Participant for non-repayment of funds.

**SIGNATURES:**

\_\_\_\_\_  
Vice President for Patient Services  
Hazel Hawkins Memorial Hospital

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer, Hazel Hawkins Hospitals Foundation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date