

**COURSEWORK PRE-APPROVAL
TUITION REIMBURSEMENT AGREEMENT
– for Educational Support Personnel –**

Employer:	North DuPage Special Education Cooperative
Employee Name:	
University:	
Program:	
License:	
Endorsement:	
Completion Deadline:	

This Agreement is made and entered into on the date indicated below, by and between NDSEC and the Employee.

WHEREAS, the Employee currently is employed by NDSEC; and

WHEREAS, has the discretion to assist professional growth; and

WHEREAS, the Employee has requested tuition reimbursement for the University's Program for the purpose of obtaining the License and Endorsement identified above; and

WHEREAS, NDSEC has determined that providing the Employee with tuition reimbursement so that the Employee is able to obtain the Licensure and Endorsement (as identified above) is in the best interests of NDSEC, its Member Districts, and its students, subject to the repayment terms identified herein;

NOW THEREFORE, NDSEC and the Employee agree as follows:

1. The recitals set forth above are incorporated herein.
2. Contingent upon the Employee's continuing compliance with the requirements of this Agreement and the Program, NDSEC will partially reimburse the Employee for the amount of the tuition paid by the Employee to the University for the Program, at a rate of \$150 per credit hour, subject to the following:
 - a. The Employee must earn a grade of B or higher in each course for which reimbursement is provided; and
 - b. The Employee must complete the Program; and
 - c. The Employee must submit no more than 15 credits per school year for reimbursement; and
 - c. The Employee must obtain the License and Endorsement, and
 - d. Reimbursement shall be no less than \$150 per credit hour. This amount shall be annually reviewed by the Finance Committee which may recommend a higher rate for approval by the Operational Board.
3. For each course, the Employee will pay the course fee to the University, and will submit proof of payment to NDSEC. After receipt of proof of payment and proof of completion of the course with a grade of B or higher, NDSEC will issue a reimbursement payment to the Employee.

4. The Employee agrees to repay (to NDSEC) the amount of the tuition reimbursement paid by NDSEC to the Employee, under any of the following circumstances:
 - a. The Employee must repay the total amount of the tuition reimbursement if:
 - i. The Employee fails to complete the Program by the Completion Deadline; or
 - ii. The Employee fails to obtain the License and Endorsement within a reasonable time after completing the Program, and no later than the Completion Deadline; or
 - iii. The Employee's employment with NDSEC is terminated (either voluntarily by the Employee or for cause by NDSEC) prior to the date on which the Employee completes the Program and is issued the License and Endorsement.
 - b. For purposes of this section, the term "fails to complete" includes situations in which the Employee voluntarily discontinues participation/employment, situations in which the University removes the Employee from the Program for any reason, and situations in which NDSEC dismisses the Employee from employment for cause (i.e., due to poor performance or inappropriate conduct by the Employee).
5. Upon completing the Agreement requirements and by accepting reimbursement, the Employee agrees not to seek or accept other employment for a period of three (3) years following receipt of the last tuition reimbursement s/he receives from NDSEC. If the Employee voluntarily resigns his/her employment or is terminated for cause prior to fulfilling the three-year commitment to remain employed by NDSEC, s/he will immediately become liable to NDSEC for repayment of all tuition reimbursements received per the following schedule:
 - a. Separation within one year of last tuition reimbursement = 100% repayment;
 - b. Separation within two years of last tuition reimbursement = 66.6% repayment; and
 - c. Separation within three years of last tuition reimbursement = 33.3% repayment.
6. The Employee acknowledges and understands that nothing in this Agreement creates a right to employment with NDSEC for any certain term. NDSEC reserves the right to decline or discontinue employment of the Employee as permitted by law.
7. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected, and the illegal, unenforceable or invalid part, term or provision shall be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
8. Both parties acknowledge that they have carefully read and fully understand the legal effect of this Agreement and that they are signing this Agreement voluntarily and without any duress or coercion.

IN WITNESS WHEREOF, the North DuPage Special Education Cooperative and the Employee have signed this Agreement on the date(s) indicated below.

NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE

By: _____

Date: _____

Title: _____

EMPLOYEE

Signature: _____

Date: _____