

**The University of Texas System
Office of Employee Services**

Tuition Assistance Program Participation Agreement

This Agreement is made by and between The University of Texas System, hereinafter referred to as "UT System", and an employee participating in the Tuition Assistance Program, hereinafter referred to as "the Program."

In consideration of the mutual benefits and covenants, the parties agree as follows:

1. UT System hereby agrees to reimburse the undersigned Employee the sum of which is equal to the amount paid for tuition and eligible fees for hours of coursework during the Select... semester of , from Year

Name of Institution at which courses were taken

2. The Employee agrees to continue employment subject to the terms described in Section 3 of this Agreement at UT System for no less than one full month beginning with the first month after the month in which the coursework is completed, for every semester hour reimbursed by UT System. The Employee further agrees that should the Employee fail to continue in employment as required by this agreement, the employee shall repay UT System for the total amount reimbursed by UT System minus the amount represented by the number of months in which the employee continued in employment from the time the employee completed the coursework.

3. The Employee understands that neither participation in this Program nor this agreement constitutes a contract for employment and no term or condition in this agreement should be construed as a guarantee of employment. The employee further understands that this agreement is not a guarantee of employment in a particular position, classification or salary rate. The employee understands that continued employment at UT System is contingent on the employee maintaining the standards of performance for his or her position of employment at UT System. The employee further understands that the employee is subject to the *Rules and Regulations* of the Board of Regents and to the policies and procedures of UT System during the Employee's participation in the Program and during any repayment period.

4. If the employee fails to stay in the employment of UT System for the applicable period after the reimbursement is received, the repayment requirement procedures described in this agreement will be initiated immediately except that if the employee fails to continue employment at UT System due to a reduction in force, physical or mental disability, or death, UT System will waive the repayment requirement.

5. Upon initiation of repayment procedures, UT System will provide the employee with a statement setting forth the total amount to be repaid and a schedule of payments. The employee shall have the option of making a lump sum payment or installation payments.

6. In the event of default in payment on any installment due, the entire unpaid indebtedness shall, at the option of UT System, become due and payable. Notice of acceleration of this agreement is hereby waived.

7. In the event of default, the employee's obligation shall become enforceable in Austin, Texas and suit to enforce the terms of this obligation shall be brought in Travis County, Texas. No delay on the part of UT System in exercising any power or right under this agreement shall operate as a waiver of the power or right, nor shall any single or partial exercise of any power or right preclude further exercise of that power or right.

8. No provision of this agreement shall be modified except by written instrument signed by the parties expressly referring to this agreement and to the provision modified.

Employee's Printed Name

Employee's Signature

Employee's UTEID

Date