

Pay Back Agreement for Degree/Credential Completion Program

Date:

To:

Participant, Department, Administrative Services Division

From:

AVP, Department, Administrative Services Division

Re: Degree/Credential Completion Assistance Program

- As we discussed, the Administrative Services Division established a Degree/ Credential Completion Assistance Program in the Fall of 2010 which established repayment conditions for Program participants. The Division implemented a structure whereby degree/credential completion assistance is contingent upon the employee satisfactorily completing a course/being awarded the credential and making a commitment to remain employed at the Weber State University for a minimum period of three (3) years.
- If the employee does not satisfactorily complete the (1) course or (2) credential in accordance with the terms of the Planning Form (attached), 100% of the assistance provided must be paid back by check or payroll deduction. The employee may choose between methods of payment, however, if the employee does not indicate in writing to the University the preferred method of repayment within two weeks of failure to satisfactorily complete the course or credential, the employee agrees to have the deduction made from his or her payroll. By signing below, the employee agrees to this arrangement and authorizes deduction(s) of the amount owed the University under this Agreement, to the extent allowed by law.
- If the employee leaves employment with the University before the expiration of the three-year period, a portion of the allowance must be repaid to the department at a rate of 33.3% of the allowance per year of the unfulfilled commitment. For example, if the employee received \$1,000 and left after two years, s/he would owe \$333.33. The appropriate assistance must be paid back within one year by (1) check, (2) deduction from last paycheck, or (3) collection from WSU Loan Collections. The opportunity to set up a re-payment agreement by WSU Loan Collections is also an option. The employee may choose between methods of payment, however, if the employee does not indicate in writing to the University the preferred method of repayment before the issuance of the

final paycheck, it will be assumed that the employee chooses a reduction of the final paycheck. By signing below, the employee agrees to this arrangement and authorizes deduction from the final paycheck of the amount owed the University under this Agreement, to the extent allowed by law.

The employee understands that completion of a credential or degree under this Agreement does not guarantee the employee any raise, promotion or other reward.

If employee does not make full repayment required under this Agreement, and the University resorts to litigation to obtain such repayment, employee will be liable to the University for all of the University's litigation costs and expenses, including attorney's fees, unless the University does not prevail in such litigation. All litigation must be brought in an appropriate court in the State of Utah and this Agreement will be governed by the laws of the State of Utah, regardless of its conflict of interest laws.

Please indicate that you have reviewed this letter and that you have agreed to these terms and conditions by signing and dating below. If you should have any questions regarding the above, or the enclosed letter describing the program, please do not hesitate to contact me or WSU Legal Counsel at 801-626-7323.

I have elected to participate in the Administrative Services Division Degree/ Credential Completion Assistance Program and I will abide by the terms and conditions defined.

Employee Name (printed)

Employee Signature

Title

Date