

AGREEMENT FOR TUITION REIMBURSEMENT

entitled to tuition reimbursement in advance of completing the coursework for which reimbursement is sought. Further, tuition reimbursement is conditioned on Employee satisfying Employee's other obligations under this Agreement.

2. Employee Obligations.

a. Employee agrees and acknowledges that tuition reimbursement may only be sought and received in connection with a work-related educational degree. The County has the sole discretion to determine whether the education degree is related to the Employee's present job assignment, job advancement, and/or an advanced degree related to the Employee's job. Such determination shall be made contemporaneously with execution of this Agreement.

b. Employee agrees and acknowledges that tuition reimbursement is subject to budgetary appropriation and shall not exceed five thousand two hundred and fifty dollars (\$5,250.00) annually. Therefore, Employee agrees to complete Exhibit A, attached hereto and made part of this Agreement by reference, stating the educational degree sought by Employee and approved by the County, the number and cost of credit hours necessary to obtain the education degree, and the amount of the anticipated yearly tuition reimbursement sought by the Employee.

c. Employee further agrees to state on Exhibit A, the date by which the Employee anticipates completion of all coursework necessary to obtain the education degree sought by Employee. In the event that Employee has not completed the necessary coursework by the completion date stated on Exhibit A, Employee shall not be entitled to further tuition reimbursement unless this Agreement is extended through written Agreement of the parties hereto.

d. The Employee agrees and acknowledges that coursework for which tuition reimbursement is sought shall be pursued outside of the normal working hours as set forth by the Employee's then existing terms of employment. Employee shall not complete any coursework for which reimbursement is sought while working for the County.

e. Employee agrees and acknowledges that tuition reimbursement is only available in connection with coursework for which Employee maintains a grade point average ("GPA") of 3.00 or better during the semester for which tuition reimbursement is sought. The County has the sole discretion to determine the sufficiency of such evidence. Further, in the event that the Employee fails to achieve a GPA of 3.00 for two (2) consecutive semesters, the County, at its sole discretion, may terminate this Agreement. In addition, the County has the right to recoup amounts paid to employees under this tuition reimbursement in certain situations such as failure to maintain a 3.0, or termination voluntary or otherwise with the County. In such instances, the County will have the right to collect a full repayment of amounts paid for up to one year prior to the termination of employment date.

f. Employee agrees and acknowledges that Employee's Employment with the County is at-will, and Employee remains employed by and at the pleasure of the County at all times, including any time period covered by this Agreement.

g. Employee agrees and acknowledges that, in order to receive tuition reimbursement from the County, Employee shall be required to promptly provide a copy of the transcript or transcripts applicable to the semester in the year for which tuition reimbursement is

sought as well as documentation to the satisfaction of the County, demonstrating that Employee has in fact made the tuition payments for which tuition reimbursement from the County is sought (e.g. receipts from a credit card and the college of study).

h. Employees shall not be entitled to tuition reimbursement if Employee is no longer an employee of Pitkin County.

3. No Employment Contract.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, EMPLOYEE RECOGNIZES AND ACKNOWLEDGES THAT THIS AGREEMENT IS NOT AN EMPLOYMENT CONTRACT AND DOES NOT CONSTITUTE A PROMISE OF CONTINUED EMPLOYMENT BY THE COUNTY. EMPLOYEE'S EMPLOYMENT BY THE COUNTY IS AT-WILL AND THE COUNTY IS FREE TO TERMINATE EMPLOYEE'S EMPLOYMENT AT ANY TIME, WITHOUT NOTICE, PROCEDURE OR FORMALITY, AND FOR ANY REASON OR FOR NO REASON. NO PROMISES WHATSOEVER HAVE BEEN MADE TO EMPLOYEE CONCERNING ANY TERM, CONDITION, OR ASPECT OF HIS/HER EMPLOYMENT WITH THE COUNTY EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

4. Miscellaneous.

a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

b. Employee agrees and warrants that this Agreement and the obligations created herein do not constitute a consumer obligation or consumer-related loan or obligation.

c. Employee hereby releases Pitkin County, its agents and employees from any and all claims, suits, expenses, damages or other liabilities, including attorney fees and litigation costs, arising out of this Agreement or any damage or injury to Employee, other persons, or property caused or sustained while Employee is engaged in School coursework, or while Employee is participating in any activity related to the School.

d. Employee shall not have the right to assign this Agreement or delegate any of their responsibilities hereunder without the written prior consent of the County. Subject to the foregoing, this Agreement shall be binding upon the parties, their successors and legal assigns.

e. This Agreement constitutes the entire understanding of the agreement between the parties hereto with respect to its subject matter and all prior agreements or understandings, whether written or unwritten.

f. No provision of this Agreement shall be altered, amended, revoked or waived except by an instrument in writing signed by the party sought to be charged with such amendment, revocation or waiver.

g. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

h. The parties acknowledge and agree that any payments provided for hereunder, or requirements for future appropriations, shall constitute only currently budgeted expenditures of the County. The County's obligations under this Agreement are subject to the County's annual right to budget and appropriate sums necessary to provide for the payments set forth herein. No provision of this Agreement shall constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then-current fiscal year of the County. No provision of this Agreement shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation of the County within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of the County's monies, nor shall any provision of this Agreement restrict the future issuance of County bonds or any obligations payable from any class or source of the County's money. In the event that the County fails to budget, appropriate and make any payment required under this Agreement (other than as a result of Employee's failure to perform his/her obligations under Section 2 or 3 above), then the Employee's obligations under this Agreement shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

EMPLOYEE:

Name: _____

Signature: _____ Date: _____

Address City, State, Zip

PITKIN COUNTY:

Melissa Knight, Human Resources Date

Department Director Date

EXHIBIT A

County Payments

The _____ Degree _____ program requires completion of _____ (*number*) Credit Hours of coursework. The County will reimburse tuition up to \$5,250.00 per year (tax-free) and up to a maximum of \$26,000.00 over the course of their employment with the County for qualified costs associated with completion of the required coursework. This benefit is subject to budgetary appropriation. As of the date of this Agreement, Employee anticipates completion of the requisite coursework according to the following schedule and at the following cost to the County per Credit Hour:

(Sample outline to be filled out by employee for their specific coursework)

2018

Spring 2018 Semester: 6 Credit Hours (\$456/Credit Hour) \$2,736

Fall 2018 Semester: 3 Credit Hours (\$456/Credit Hour)* \$1,368

Projected Annual Tuition Total: \$4,104

2019

Spring 2019 Semester: 3 Credit Hours (\$456/Credit Hour)* \$1,368

Summer 2019 Semester: 3 Credit Hours (\$456/Credit Hour)* \$1,368

Fall 2019 Semester: 3 Credit Hours (\$456/Credit Hour)* \$1,368

Projected Annual Tuition Total: \$4,104

2020

Spring 2020 Semester: 6 Credit Hours (\$456/Credit Hour)* \$2,736

Fall 2020 Semester: 3 Credit Hours (\$456/Credit Hour)* \$1,368

Projected Annual Tuition Total: \$4,104

It is acknowledged and agreed that the foregoing schedule for completion of coursework may change (but in no event shall it continue past _____ (*end date of program*)).

Projected Total Cost of Program: \$Input Amount.

** As of the date of this Agreement, the School's rate is \$Input Amount/Credit Hour. This rate may change during the term of this Agreement; in which case, the County will be responsible for tuition payments at the new Credit Hour rate.*