

## The University of Texas Health Science Center at Houston

### *Tuition Assistance Program Participation Agreement*

This Agreement is made by and between The University of Texas Health Science Center at Houston, hereinafter referred to as "UTHSC-H", and an employee participating in the Tuition Assistance Program, hereinafter referred to as "the Program."

1. UTHSC-H hereby agrees to reimburse the undersigned Employee the sum of [amount of reimbursement to be paid], which is equal to the amount paid for tuition and eligible fees for [number of hours] hours or coursework during the [what semester] semester of [year] from [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 UTHSC-H for at least one full month for each semester hour of tuition assistance reimbursed, beginning with the month after the month in which the employee completed the coursework, and to repay the university for all expenses for which the employee was reimbursed if the employment terminates before the end of that period.
3. The Employee understands that neither participation in this Program, nor this Agreement constitutes a contract for employment and no terms 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 UTHSC-H is contingent on the employee maintaining the standards of performance for his or her position of employment at UTHSC-H. 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 UTHSC-H during the Employee's participation in the Program and during any repayment period.
4. If the Employee fails to stay in the employment of UTHSC-H 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 UTHSC-H due to a reduction in force, physical or mental disability, or death, the UTHSC-H will waive the repayment requirements.
5. Upon initiation of repayment procedures, the UTHSC-H 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 UTHSC-H, 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 Houston, Texas and suit to enforce the terms of this obligation shall be brought in Harris County, Texas. No delay on the part of UTHSC-H 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 EMPLID

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date