



TUITION REIMBURSEMENT OBLIGATION AGREEMENT

This "Tuition Reimbursement Obligation Agreement" is made on _____ (Date) by and between Webb County ("Employer"), a political subdivision of the State of Texas, 1000 Houston Street, Laredo, Texas 78040 and _____ ("Employee"). Employer and Employee are hereinafter collectively referred to as "Parties" and individually to as a "Party" in this Agreement.

Employee has voluntarily applied to and been accepted into the following management training program, "Certified Public Management Program" (hereinafter "Program") at Texas A&M International University, which is a part of the Texas A&M University System, an agency of the State, located at 5201 University Boulevard, Laredo, Texas 78041 (an accredited University) for the period beginning August 1, 2023 and ending December 31, 2024. In exchange for Employer's financial assistance to pay for Employee's participation in the Program, employee agrees to faithfully attend and complete said Program.

Employer has agreed to financially assist employee in paying the tuition for employee to participate in the Program offered by Texas A&M International. In exchange for the Employer's financial assistance to employee to participate in the Program, employee agrees to remain employed with Employer while employee participates in the management program as set forth in this agreement or by repayment of the financial assistance if the employee leaves employment or fails to complete the program.

In consideration of the mutual promises set forth in this agreement, Employer and Employee agree as follows:

- Initial ____ 1. **Tuition Assistance:** Employer shall pay directly to Texas A&M International the sum certain of \$4,865.00 for the Management Program to which employee agrees to participate in said Program.
- Initial ____ 2. **Employee Obligation:** Employee agree to participate in the management program to the best of their ability and use reasonable efforts to complete the program. Should the employee not complete the program, withdraw, or be expelled from the program, the Employer's obligation shall immediately cease.

- Initial _____ 3. **Deduction Authorization:** Employee authorizes Employer to deduct the amount of financial tuition assistance paid by Employer for the employee's tuition to the management program should employee fail to complete the program for whatever reason. Employee authorizes Employer to deduct the amount of tuition reimbursement from the employee's salary and/or wages including any amount that may be due employee at time of employee's separation from employment.
- Initial _____ 4. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, email or by mail. Notice shall be deemed given upon actual receipt in the case of personal delivery or email, or within two (2) business days of mailing. Notices shall be sent to the addresses listed on the signature page of this agreement.
- Initial _____ 5. **No Waiver:** The waiver or failure of either party to exercise, in any respect, any right provided in this agreement shall be not be deemed a waiver of any other right or remedy to which the part may be entitled.
- Initial _____ 6. **Indemnity:** The Employee hereby indemnifies and saves harmless the Employer from any against any and all suits, claims, actions, damages and other loses which the Employee suffers or incurs as a result of any governmental taxing authority assessing the reimbursement tuition payments hereunder as a benefit to the Employee.
- Initial _____ 7. **Amendments and Modification Only in Writing:** The terms and conditions set forth herein constitute the entire agreement between the Employer and Employee and supersede any communication or previous agreements with respect to the subject matter of this agreement. There are no written or oral understanding directly or indirectly related to this agreement that are not set forth herein. No change can be made to this agreement other than in a writing signed by both parties.
- Initial _____ 8. **Governing Law or Venue:** The Employer and Employee agree that any action to interpret or enforce this agreement shall be governed and enforced according to the laws of the State of Texas and any dispute under this agreement shall be brought in courts of Webb County and no other.
- Initial _____ 9. **Attorney Fees:** If Employer or Employee brings any legal action regarding the interpretation or enforcement of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees from the other party, in addition to any other relief that may be granted.
- Initial _____ 10. **Severability:** If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term has never been included.

Initial _____ 11. **Successors and Assigns:** This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of employers and employees. Employer may assign any right or interest arising under this agreement to any third party. This agreement is not assignable by Employee.

Employer (Designate)

Full Name: _____

Title: _____

Address: _____

Employee

Full Name: _____

Title: _____

Address: _____

Employee ID number: _____

Employee email address: _____