

Tuition Reimbursement Service Agreement

TUITION REIMBURSEMENT SERVICE ~~and~~ COMMITMENT AGREEMENT entered into

this _____ day of _____ 20_____, by and between

_____ residing at _____

(“Employee and Montefiore Medical Center (hererinafter “MMC”), and New York not for profit corporation located at [111 E. 210th Street, Bronx, NY 10467](http://www.montefiore.com/locations/111-E-210th-Street)).

Section 10.09 of the collective bargaining agreement (“CBA”) between MMC and the New York State nurses association (“NYSNA”) provides for reimbursement for tuition and fees for successfully completed courses as defined herein and further that effective May 1, 2019: “the employee will sign a repayment agreement with a commitment to complete a service commitment. The service commitment will be two (2) years of service for 18 credits reimbursed and will be pro-rated for fewer credits

If the employee fails to meet this commitment they will be obligated to repay the employer up to 18 credits this service commitment will be calculated on a rolling basis and shall be capped at two (2) years. Employees whose coursework would qualify them for a promotional opportunity shall be relieved of their repayment commitment if they exercise best efforts to obtain at least three positions consistent with the course of study within a six-month period. If unable to secure such a position (or if none exists consistent with their course of study) the employee shall be required to meet with human resources to obtain a consultation with respect to in-house career opportunities. Such meeting must be held within two weeks of the employee’s request to meet. If no position is secured as a result of said meeting, the employee is relieved of his/her service commitment.

In the event the Employee fails to fulfill the service commitment, the Employee shall promptly pay to MMC any portion of the tuition unfulfilled by the service commitment except that the Employee will not be required to repay MMC for failing to fulfill any service commitment if such failure resulted from a layoff.

Employee acknowledges that she or he has read this tuition reimbursement service commitment agreement, understands the agreement, and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date stated above.

EMPLOYEE

By: _____

(Notary republic block and seal)