



Catholic Diocese of Arlington

GRADUATE DEGREE ASSISTANCE PROGRAM AGREEMENT

THIS EMPLOYEE EDUCATION AND FINANCIAL ASSISTANCE AGREEMENT (“Agreement”), dated _____, 20____ (“Effective Date”) is by and between the Catholic Diocese of Arlington, Va. (“Diocese”), and _____ (“Employee”), in regard to ongoing formation for Employee in the form of online graduate courses from Franciscan University of Steubenville, Ohio.

Employee has voluntarily applied to the online Master of Arts in Catechetics and Evangelization program of Franciscan University of Steubenville, Ohio (“Program”). Diocese has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program. In exchange for Diocese’s financial assistance, Employee agrees to reimburse Diocese either through work (by remaining employed with Diocese for a specific time period as set forth in this Agreement) or by repayment (if Employee leaves or is terminated from employment with Diocese before completing the agreed-upon service to Diocese as provided in this Agreement).

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

- 1. Tuition Assistance for Program.** Diocese shall pay directly to Franciscan University of Steubenville 95% of the tuition for each of the twelve courses comprising the Program prior to the first day of each enrolled course. Employee shall pay directly to Franciscan University of Steubenville 5% of the tuition for each of the twelve courses comprising the Program prior to the first day of each enrolled course. All additional actual and associated costs of the Program, including but not limited to, application fees, course fees, books, supplies, materials, and transportation, are the responsibility of the Employee. Tuition assistance will not be provided by Diocese for repeat courses taken due to Employee’s failure to pass a course.
- 2. Tuition Assistance for Pre-requisite Courses.** The Program requires the completion of 3 pre-requisite courses. Diocese agrees to provide tuition assistance to Employee for such pre-requisite courses, to the extent Employee has not previously completed them, in accordance with the terms set forth in this Agreement.
- 3. Late or Non-Payment of Tuition.** Employee tuition must be paid in advance before the first day of an enrolled course. Employee’s failure to pay for an enrolled course by the next semester registration deadline will result in the denial of subsequent course registration(s) until restitution is made.
- 4. Course Failure.** Tuition assistance will not be provided by Diocese for a repeat course taken due to Employee’s failure to pass a course. If Employee fails to pass a course, Employee bears the full cost to retake the course and is responsible for doing so in a manner that will allow Employee to stay on track with the Program schedule. Employee’s failure to pass a course may result in removal from the Program or a significant delay in completion of the Program.
- 5. Employee Obligation.** Employee agrees to participate in and pursue the educational program to the best of his or her ability and to use reasonable efforts to complete the Program as scheduled. This commitment requires effective time management and strategic coordination, but is not to interfere with Employee’s regular job schedule and/or

responsibilities. Course work may not be completed during Employee’s regular working hours without specific permission, on each occasion, of Employee’s supervisor.

- 6. Repayment Obligation.** In the event that Employee voluntarily withdraws from the Program, voluntarily resigns from employment with Diocese, or is terminated by Diocese for gross misconduct (as defined by the diocesan Office of Human Resources) either during the Program or less than 36 months from the date of Program completion, Employee shall immediately repay Diocese in accordance with the schedule below. To the extent allowed by law, Diocese may deduct the amount of the repayment obligation from any compensation due and owing to Employee at time of separation of employment.

Date of Separation	Repayment Obligation (total, not per course)
Prior to Program Completion	\$1,000
0 - 12 Months After Program Completion	\$1,000
13 - 24 Months After Program Completion	\$667
25 – 35.99 Months After Program Completion	\$333

- 7. Termination of Agreement.** Diocese will evaluate this Agreement prior to the start of each semester and may terminate this Agreement at any time prior to the first day of any course. Termination of this Agreement will be automatic if Employee separates from employment with Diocese, except with regard to Employee’s repayment obligation (if any). Termination of an Agreement will be strongly considered if the employee no longer participates in diocesan programs, is no longer employed as a DYM, DRE, or equivalent ministry position, and/or if the parish or school program no longer follows the vision of youth ministry or religious education encouraged by the Diocese.
- 8. Entirety of Agreement.** The terms and conditions set forth herein constitute the entire agreement between the Diocese and Employee and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing signed by both parties. The educational benefits available under this agreement are separate from, and may not be used simultaneously with, the Employee Professional Development Tuition Assistance Program as described in the Diocese’s Employee Policy Manual.
- 9. No Guarantee of Employment.** Nothing in this Agreement constitutes a commitment or guarantee on the part of the Diocese to provide employment to Employee for any specific period of time or duration. Employee’s employment shall remain “at-will.”
- 10. Governing Law.** This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the Commonwealth of Virginia.
- 11. Attorney’s Fees.** If Diocese or Employee brings any legal action in regards to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees from the other party, in addition to any other relief that may be granted.
- 12. 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 had never been included.

13. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Diocese and Employee. Diocese may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

The parties acknowledge that they have read the foregoing Agreement, understand its contents, and accept and agree to the provisions it contains and hereby execute it voluntarily and knowingly with full understanding of its consequences.

SIGNED:

Employee

Pastor (for parish employees) or
Supervisor (for Chancery employees)

Diocesan Office Director (OYCYAM or Office of Catechetics and Sacred Liturgy)



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