AGREEMENT FOR TUITION ASSISTANCE AT LAREDO COLLEGE IN EXCHANGE FOR EMPLOYMENT AS A UISD SCHOOL BUS DRIVER

This Agreement for Tuition Assistance at Laredo College ("LC" or the "College") in Exchange for Employment as a UISD School Bus Driver ("Agreement") is entered into by and between ______ ("LC Student") and the United Independent School District ("District" or "UISD"), collectively referred to as the "Parties."

WHEREAS, LC Student wishes to pursue training and education for a Commercial Driver's License ("CDL"), with endorsements necessary to operate a school bus, at Laredo College ("College").

WHEREAS, the District has agreed to provide tuition assistance to LC Student for a CDL training course at the College, subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Tuition Assistance

- 1.1. The District agrees to provide tuition assistance to LC Student for the CDL training course at the College, including the cost of tuition, fees, and required course materials.
- 1.2. LC Student agrees that the District shall pay invoices for the cost of tuition, fees, and required course materials directly to the College and the District will not provide any payment directly to the LC Student.
- 1.3. If at any time, LC Student is owed a refund for the cost of tuition, fees, or required course materials pursuant to this Agreement, the College shall be responsible for issuance of a refund to LC Student after the District pays the College directly.

2. Commitment to Employment

- 2.1 In exchange for the District's Tuition Assistance, LC Student agrees to commit to employment as a UISD School Bus Driver upon obtaining a CDL with endorsements necessary to operate a school bus.
- 2.2. The employment commitment in provision 2.1 shall be for a minimum period of three (3) years, commencing from the date employment with UISD commences.
- 2.3 Failure to comply with provisions 2.1 or 2.2 shall be a violation of this Agreement.

3. Failure to Obtain CDL or Fulfill the Commitment

3.1 If LC Student fails, withdraws, or "drops out" of the CDL course at the College, LC Student has violated this Agreement.

- 3.2 If LC Student fails to obtain a CDL with endorsements necessary to operate a school bus within three months of completing the CDL course at the College, LC Student has violated this Agreement.
- 3.3 If LC Student voluntarily resigns or is otherwise terminated from their employment with the District as a UISD School Bus Driver before completing the three-year commitment in Section 2 above, LC Student has violated this Agreement.

4. Violations & Breach of this Agreement

- 4.1. Any violation of this Agreement by Student, including the violations defined in provisions 2.3, 3.1, 3.2, 3.3, 6.4 shall constitute a breach of the Agreement.
- 4.2 By executing this Agreement, LC Student agrees that breach of this Agreement shall require LC Student to repay any and all costs of tuition, fees, or required course materials paid by the District under this Agreement. Repayment for breach of this Agreement shall be complete within 30 days of the breach or the District will take further legal action to secure the debt from Student.

5. <u>Employment Terms</u>

- 5.1. LC Student's employment with the District shall be subject to the District's employment policies, rules, and regulations in effect at the time of employment. Specifically, and in addition to the foregoing, LC Student agrees and understands that employment eligibility at the District requires a satisfactory criminal background check.
- 5.2 This Agreement is for tuition assistance only, and it does not constitute an employment contract or an offer for employment.
- 5.3. LC Student shall maintain all necessary qualifications and certifications required for the position of UISD School Bus Driver throughout the duration of employment.

6. Waiver and Release for Access to Student Records and Tuition Invoices

- 6.1. LC Student hereby authorizes and grants permission to the College to disclose, release, and provide access to the District to review, obtain, and retain copies of the following records and documents related to Student:
 - a. Educational records, including transcripts, grades, course enrollment, and attendance records:
 - b. Tuition invoices, receipts, and financial records related to LC Student's enrollment at the College; and
 - c. Any other information regarding the LC Student in possession of the College that would be relevant to the LC Student's employment with the District.

- 6.2. The District is granted access to the specified records and documents for the purpose of administering and facilitating tuition payments, monitoring the LC Student's progress in the CDL course, and to monitor compliance with this Agreement.
- 6.3. The District agrees to maintain the confidentiality and security of all records and documents obtained pursuant to this provision, in accordance with applicable laws and regulations.
- 6.4. LC Student understands that this authorization may be revoked in writing at any time by the Student, with reasonable notice to both the College and the District, but revocation of this authorization is a violation and breach of this Agreement.

7. Governing Law

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Webb County, Texas.

8. <u>Miscellaneous</u>

- 8.1 <u>Binding.</u> This Agreement is binding and enforceable as any other contract. This Agreement is severable, and if one or more of the provisions contained in this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any of the remaining provisions. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.2 <u>Authority</u>. Each signatory hereto acknowledges, represents, and warrants that they have the requisite authority to execute this Agreement for Tuition Assistance in their respective capacity set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Tuition Assistance at Laredo College in Exchange for Employment as a UISD School Bus Driver as of the date it is executed by both Parties. The Parties have read this Agreement and agree to abide by its terms and conditions.

By: LC STUDENT

"I am hereby executing this agreement freely and voluntarily, without coercion or duress and I was provided an opportunity to consult with legal counsel before executing this agreement."

| Print Name: | |
|----------------------------------|-------------------------------|
| | |
| Address: | |
| | |
| Email: | |
| Phone: | |
| Date: | |
| By: UNITE | D INDEPENDENT SCHOOL DISTRICT |
| [<mark>Name</mark>] [Title] | Date |