

### **Educational Assistance (Advance Payment)**

Unger Construction Company provides advance payment, as outlined in this policy and in the Educational Expense Agreement, for educational expenses (tuition, books and materials) not to exceed \$4,000 in a 12-month period for full-time regular employees. Approval for advance payment is based upon the course and its relevance to the employee's current or future potential position, approval of the employee's immediate supervisor and Human Resources, and execution and approval of an Educational Expense Agreement between the employee and the company.

An Educational Expense Agreement may be obtained from Human Resources and must be completed by the employee. The Agreement includes repayment requirements of advanced expenses if the employee does not complete the course or if the employee leaves Unger Construction Company prior to completion of required periods of time as stated in the Agreement. Accordingly, an employee executing this Agreement is advised to review and consider it carefully. Once completed, the employee submits the Agreement to his or her immediate supervisor. The immediate supervisor should assess the cost and the nature of the course, taking into account the employee's current and future assignments and potential impact on the employee's work responsibilities. If approved, the Agreement is forwarded to the Human Resources Director for review and approval. The approval process and decision will be communicated to the requesting employee within two weeks of submission of the Agreement.

An employee having questions regarding this policy or the Educational Expense Agreement should contact Human Resources.



## UCC Educational Expense Agreement

You recently requested approval for advance payment of expenses for an educational course. In accordance with our educational assistance policy, you must complete the following Educational Expense Agreement and submit it to your immediate supervisor. You will be informed of a decision on your request by Human Resources no later than two weeks from the date of submission of this Agreement.

If you have any questions regarding our Educational Expense policy or this Agreement, please contact Human Resources.

As part of Unger Construction Co. educational assistance program, Unger Construction Company agrees to advance educational expenses for you to attend:

Course: \_\_\_\_\_

Sponsor or College/University: \_\_\_\_\_

City, State: \_\_\_\_\_

Dates of Attendance: to \_\_\_\_\_

Total Expense Amount: \$\_\_\_\_\_ (includes registration/tuition fees, required books and other materials to a maximum of \$2,000.)

In consideration of payment of these expenses, you agree to the following:

If you are unable to complete this course due to what the company considers extenuating circumstances (such as your illness or the illness of a family member) and you receive a tuition or materials refund, you agree to give the full refund to the company via personal check within one week of receipt.

If you voluntarily terminate employment with Unger Construction Company prior to completing the course, you will refund the entire amount of the educational expenses provided to you.

If you voluntarily terminate employment with Unger Construction Company after completion of the course and prior to completing six consecutive months of active employment, you will refund the entire amount of the educational expenses provided to you.

If you voluntarily terminate employment with Unger Construction Company after completion of the course and after completing six months of active employment but prior to completing 12 consecutive months of active employment, you will refund a prorated share of the educational expenses provided to you. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left in months from one year that you did not continue working. For example, if you receive the maximum of \$2,000 for an educational course and work only nine months after completion of the course, you will refund 25% of the \$2,000 or \$500 (three months not served divided by 12 months equals 25%).



If any action is brought to enforce any provision of this Agreement by Unger Construction Company, you agree to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.

This Educational Expense Agreement creates no contract of employment between you and Unger Construction Company. You may terminate your employment with this company at any time with or without cause, and Unger Construction Company may terminate your employment at any time with or without cause.

Employee: \_\_\_\_\_

Agreed to by: \_\_\_\_\_

(Signature of Employee) \_\_\_\_\_

Employee's printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Unger Construction Company \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

(Signature of Supervisor) \_\_\_\_\_

Supervisor's printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Human Resources Manager: \_\_\_\_\_

(Signature of Human Resources Manager) \_\_\_\_\_

Human Resources Manager printed name: \_\_\_\_\_

Date: \_\_\_\_\_