**EDUCATIONAL ASSISTANCE CONTRACT**

Pursuant to the authority provided in Section 37-101-293, Mississippi Code of 1972 as amended, the agreement is entered into by and between the (hereinafter referred to as "Agency"), an agency of the State of Mississippi and (hereinafter referred to as "Recipient") who is currently employed and has been employed with a state agency for at least three (3) years at the time of application or be working at a state agency at the time of application for part-time graduate level education in a particular profession deemed by the administrative head of the state agency to meet a critical need within the state agency.

In consideration of the mutual promises contained herein, the parties agree to the following terms and conditions:

1. Recipient agrees to attend for the period beginning and ending

to pursue a course of study in and has been accepted for such course of study.

2. Agency agrees to reimburse tuition and fees of approximately $0 and book fees of approximately $0 and/or to authorize educational leave of approximately 0 .

These provisions apply only in the case of successfully completed courses as defined in paragraph nine (9).

3. Recipient agrees to work as an employee within the Agency for a period of

months beginning and ending after completion of the course of study.

4. The time periods and dollar figures set forth in paragraphs one (1) through three (3) are subject to change depending on actual course work completed, length of time needed to complete course work, whether the student is full or part-time, and the like. Consequently, Recipient's progress will be evaluated at least yearly, and the figures in paragraphs one (1) through three (3) adjusted accordingly, if needed.

5. If Recipient does not work as an employee of the Agency for the period of time specified herein, Recipient shall be liable for repayment on demand of the remaining portion of the compensation that he or she was paid while on paid educational leave and/or educational expenses paid, with interest accruing at ten percent (10%) per annum from the Recipient's date of completion of the approved course of study, or the date the Recipient last worked at the Agency, whichever is the later date. In addition, Recipient agrees to pay liquidated damages equal to Two Thousand Dollars ($2,000.00) per year for each year remaining to be served under this agreement.

6. If Recipient fails to successfully complete the approved course work or withdraws from school at any time before completing the course of study, Recipient agrees to repay on demand the amount of the total compensation paid while on paid educational leave, with interest accruing at ten percent (10%) per annum from the date Recipient failed or withdrew from school. However, if Recipient fails to successfully complete the approved course work or withdraws from school prior to completing the course of study and remains or returns to work in the same position Recipient held in the Agency prior to accepting educational assistance and remains employed in such position for a period equal to the period of time that Recipient received such leave, Recipient shall not be liable for payment of any interest on the amount owed, but shall remain liable for the total compensation paid while on educational leave.

7. The administrative head of the Agency may cancel and terminate this contract upon such cause as he or she deems sufficient. Notification will be given Recipient by forwarding first class mail, postage prepaid to the following address

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8. If Educational leave is granted, the Agency agrees to compensate Recipient at a salary of

 0 per month during the period of leave specified herein as prescribed by the Mississippi State Personnel Board Policy and Procedures Manual.

9. The Agency will reimburse Recipient for approved educational expenses only after Recipient submits documentation that the approved course(s) have been successfully completed. Successful completion is defined as, a grade of "C" or better.

10. The award and administration of educational assistance shall be in accordance with the

policies and procedures of the State Personnel Board and the Agency, which are incorporated herein and are made a part of this agreement.

11. Additional terms and conditions, if any, are contained in Exhibit "A" attached hereto.

12. Any modification or amendment to this agreement shall only be made in writing and approved by the parties hereto.

Agreed to this the day of , 20

Employee/Recipient

Subscribed and sworn to before me this the day of

 , 20 .

Notary Public

This agreement is acknowledged and accepted by the Executive Director this the day of

 , 20 .

Executive Director