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**Human Resources**

Ph. 403-320-3378 Fax 1-888-465-3212

3000 College Drive S Lethbridge, AB T1K 1L6

**EDUCATION AGREEMENT BETWEEN:**

**Lethbridge College (the “college”)**  
and  
***Name* (Employee)**

Effective *date*, *employee name* is granted an amount up to **a maximum of $*amount* CAD to include 40% of tuition and books, and 25% for travel and accommodation costs. The college will also provide a total of three (3) weeks of paid time to complete residency requirements, with the remainder of the time away to be claimed as vacation. All other fees and expenses associated with the completion of this program are to be funded by the Employee.** Unanticipated costs related to tuition and books that may be levied by the institution after the program has begun are the responsibility of the Employee.

**It is understood the Employee will:**

1. Pursue the completion of a ***Degree* through *Institution*;**
2. Supply the college with original copies of all receipts or invoices as appropriate for which claims will be made;
3. Following completion of the assisted period, **remain with the college for a period of t*wo (2) years***or failing this, refund to the college all or part of the allowance paid by the college. The only situation under which this does not apply is if the college should invoke termination without cause, in which case no refund will be required;
4. Should the Employee not complete, fail, withdraw or is expelled from the program, the college’s obligation shall immediately cease and the Employee will be required to refund to the college all or part of the allowance paid by the college;
5. Should the Employee resign from *his/her* employment with the college during the assisted period or before the return service requirement is completed, the Employee agrees the college may deduct a sum equal to the whole or part of the costs due under this Agreement from *his/her* wages or from any other allowances, vacation, expenses or other payments due to the Employee;
6. Report any scholarship funds received to the college for review; should the funds received exceed the portion of costs paid by the Employee, the overage must be refunded to the college;
7. Any amount due to the college under the terms of this Agreement is a genuine attempt by the college to assess its loss because of the Employee ending *his/her* employment with the college and takes into account the derived benefit to the employer. This Agreement is not intended to act as a penalty on the Employee upon termination of this Agreement;
8. Continue to carry out the duties of *his/her* position as a ***position*** on a full-time basis at Lethbridge College for the aforementioned assistance period and be paid full salary for that period;
9. Unless permission is otherwise granted by the Employee’s supervisor, complete all work associated with the program outside of the Employee’s regular hours of work;
10. Provide the college with a copy of any completed works such as a thesis or dissertation if earned as a result of the funding provided;
11. Comply with Lethbridge College’s Copyright Policies and any other relevant policies available on the Lethbridge College website.

**It is understood the College will:**

1. For the aforementioned assistance period, continue to pay the full salary the Employee would normally receive in relation to *his/her* respective salary grid; and
2. Continue to contribute to Canada Pension Plan, Employment insurance, Local Authorities Pension Plan, Group Insurance and/or such other benefits as may be provided for under the AUPE Collective Agreement.

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*Name* Date  
Employee

Signed on behalf of Lethbridge College

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*Name*Date

*Position*

**Taxable benefit:**

The basic rule: Employer-provided tuition, scholarships and other educational benefits are **not taxable to the employee** if they're provided primarily for the employer's benefit; but they are taxable employment income if the employee gets the primary benefit.

The primary benefit is to the institution (i.e. requirement of the position) and is not a taxable benefit as per the CRA guidelines.

The primary benefit is to the employee and therefore a taxable benefit as per the CRA guidelines. A T4A will be issued to the employee for the duration of the assistance period.

<https://www.canada.ca/en/revenue-agency/services/tax/technical-information/income-tax/income-tax-folios-index/series-1-individuals/folio-2-students/income-tax-folio-s1-f2-c3-scholarships-research-grants-other-education-assistance.html#toc10>