

# GRADUATE STUDY CONTRACT

## MEMORANDUM OF AGREEMENT

*(To be completed once funding is approved)*

THIS MEMORANDUM OF AGREEMENT entered into as of \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the Seventh-day Adventist Church in Canada ("SDACC"), **Name of Employer** by and through its Education Department (the "Employer"), and **Name of Teacher** (the "Teacher").

### WHEREAS:

- The SDACC and Employer have, in accordance with applicable policies and by decisions of their respective administrative committees, approved financial support (tuition and distance learning fees) to the Teacher ("Funding") to pursue and obtain a graduate degree or any other approved program of graduate/certificate studies (the "Degree/Certificate"), and
- The Funding is to be provided on the terms and conditions set out in this Memorandum of Agreement,

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- A. SDACC Responsibilities:** Subject to its policies and the terms and conditions of this Memorandum of Agreement, the SDACC will:
1. Provide Funding, which will be used only for tuition and distance learning fees for courses successfully completed with a grade of "B" or higher, subject to section C2 below;
  2. At the discretion of the SDACC, pay the Funding either directly to the university (particularly in the case of Andrews University) OR directly to the Employer or Teacher as reimbursement for tuition or long distance learning fees already paid by either the Employer or the Teacher; and
  3. Provide support in coordinating and facilitating the Teacher's registration in the Degree/Certificate program, together with the Teacher, the Employer, and Andrews University (where applicable).
- B. Employer Responsibilities:** Subject to its policies and the terms and conditions of this Memorandum of Agreement, the Employer agrees and represents that it:
1. Has and will continue to provide the Teacher (and other of its employees who are potential applicants for Funding) with relevant information with respect to the availability and conditions of the Funding and provide advice to the Teacher with respect to all relevant requirements during the course of the Teacher's studies related to the Degree/Certificate program;
  2. Has approved the named Teacher's application for Funding in accordance with the criteria outlined in the SDACC's and Employer's policies;
  3. Has communicated its approval decision, and all conditions attached to it, in writing to the Teacher and the SDACC;
  4. Has provided the SDACC with all relevant information related to the Teacher's application for Funding and the Degree/Certificate program;
  5. Will use any Funding received from the SDACC subject to this Memorandum of Agreement only for the purposes of tuition and distance learning fees for the Degree/Certificate program;
  6. Will provide encouragement and moral support to the Teacher throughout the Degree/Certificate program;
  7. Will dialogue with the Teacher if the Teacher received a grade that is less than a "B" in a course and build in further supports as needed to encourage success in the program; and
  8. Acknowledges and has informed the Teacher that the SDACC will invoice the Employer for any Funding already paid if a second course where a grade less than a "B" was received.
- C. Teacher Responsibilities:** The Teacher acknowledges that the Funding will only be provided in accordance with the terms and conditions set out in this Memorandum of Agreement and in conjunction with the applicable policies of the SDACC and the Employer. The Teacher will comply with all such policies and the terms and conditions set out in this Memorandum of Agreement including, without limitation, as follows:
1. The Teacher will maintain grades of "B" or higher in all courses taken in the Degree/Certificate program;
  2. If the Teacher does not achieve a grade of "B" or higher, the SDACC will cover one "grace" course. If the Teacher does not achieve a grade of "B" or higher in a second course where the SDACC has been directly invoiced for tuition fees, the Employer will be invoiced for the Funding incurred by the SDACC.

The Employer may choose to then invoice the Teacher for these costs or use the annual budgeted PD allowance. If the SDACC has not been invoiced directly, the teacher must reimburse the SDACC for the Funding received for that course;

3. The Teacher acknowledges that all further Funding will be suspended until the Teacher has reimbursed the SDACC for all costs under paragraphs 2 or 7, as applicable;
4. The Teacher acknowledges that Funding is available only for tuition and distance learning fees, and that all other fees and costs, including grad fee (if applicable), costs of textbooks and materials, travel, accommodation are the Teacher's responsibility. The Teacher will not use or allocate Funding for any purpose other than as expressly permitted under the terms and conditions of the Memorandum of Agreement;
5. The Teacher will promptly provide the Employer and SDACC with evidence in the form of unofficial transcripts and upon request, official transcripts, showing the successful completion of each course and the grade received in each course;
6. The Teacher will not drop a course or class without first informing the SDACC and Employer;
7. If the Teacher drops a class or course after the deadline or at any time when tuition fees or distance learning fees remain payable (in whole or in part) for that class or course, this may be considered the one "grace" course, or the Teacher may choose to reimburse the SDACC for all Funding related to that course;
8. The Teacher will provide the SDACC with evidence and information to the satisfaction of the SDACC to prove his/her payment of tuition and/or distance learning fees or, if applicable, authorize the SDACC to obtain information directly from the university about amounts due, owing, and paid in relation to tuition and/or distance learning fees.
9. The Teacher acknowledges and agrees that it is a condition of Funding that he/she complete one full school year of employment service within the SDACC Education System per year of Funding received. Assistance given during the summer or school year for part-time study on a Masters degree or certificate shall be amortized by one year of service following the study. Upon receipt of the Masters degree or certificate, the teacher will be obligated to complete one full school year of employment services within the SDACC Education System (the "**Employment Service**"). "**SDACC Education System**" means a Seventh-day Adventist school or academy operated by the Employer or another Seventh-day Adventist conference within the territory of the SDACC, and includes Kingsway College, and Burman University;
10. If the Teacher does not provide the required Employment Service to the Employer as set out in paragraph 9 for any reason, the Teacher will reimburse the SDACC for whatever graduate expense has not been amortized by previous service.

*I understand and agree to the terms outlined above for the graduate study program.*

#### **EMPLOYER**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **SDA CHURCH IN CANADA**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*I understand and agree to the terms outlined above and authorize the SDACC and Employer to provide a copy of this Memorandum of Agreement and my personal information related to my employment and my academic history and performance to one another and to Andrews University or such other institution of higher learning to facilitate the Degree/Certificate application process and the implementation of this Memorandum of Agreement. I also authorize Andrews University and such other institution of higher learning that I have or will attend to release my personal information, including information regarding my academic progress and achievement (including transcripts), payment of tuition and fees and other relevant matters, to the SDACC and the Employer for the purposes of the implementation of this Memorandum of Agreement.*

#### **TEACHER**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date