

Roger Williams University Tuition Benefits Policy

PURPOSE: Roger Williams University (the “University”), intends to provide a benefits package to its employees that both maintains a competitive edge and remains fiscally and operationally prudent. As an institution of higher education, encouraging and supporting higher learning for and among its employees and their dependents is a core value and accordingly will be promulgated through institutional policy and procedure as set forth below.

SCOPE: This policy applies to all employed in full-time, permanent positions by the University subject to the terms herein and to the provisions of governing collective bargaining agreements (CBAs) for those recognized by same. Where there is conflict between CBAs and this policy, whether by inclusion or exclusion of terms, the CBA’s express terms only govern.

PROVISIONS:

- A. Tuition Remission: Following six (6) months of continuous, full-time employment of an employee, that employee, the employee’s spouse or formally registered domestic partner (consistent with controlling health benefits policy and procedural parameters) and that employee’s legally dependent children who are 23 years of age or younger at the start of the semester for which tuition remission is sought, may enroll tuition-free in any undergraduate degree program or graduate course or degree program, excluding the RWU School of Law, as a matriculated student, on any permanent campus both maintained and operated by the University. This benefit is specifically subject to and modified by the following caveats:
1. The University will only waive the cost of tuition. This does not include the cost of books, supplies, lab fees or monies actually paid by the University to an instructor solely for the purpose of instructing only one or more non-paying employees, employees’ spouses or partners or employees’ dependent child(ren).
 2. Acceptance into a course or degree program is contingent upon both the availability of classroom space and the predicted ability of the student to successfully complete the course or program of study. Both availability of space and prediction of success are determined at the reasonable discretion of the University.
 3. Legally dependent children of an employee, for purposes of this policy only, are those claimed on the federal income tax return of the employee or those claimed on the federal income tax return of the employee’s partner (as defined above) and living in the same household as the employee for at least six (6) months before tuition remission is sought, and throughout the period for which tuition remission is sought. Should the legal dependent of an employees’ partner no longer live in the same household as the employee during a semester for which tuition remission is granted, there will be a proration and the employee’s partner’s legal dependent will be accordingly billed.
 4. Participation in this program by an eligible employee is contingent upon the reasonable discretion of the University that the course(s) do/does not conflict with an employee’s employment responsibilities, where the conflict is not directly interfering with the scheduled reporting hours. Where there is a conflict in reporting protocol, release time for any higher learning opportunity is at the complete discretion of the University.

5. The University is governed by and protected from improper exploitation by its executive officers. Anywhere the decision of the University is invoked herein, that authority is reserved to the University's Vice Presidents and Dean of the Law School, following consultation, as appropriate, with the President and only delegable to other management agents upon the approval of the President.
6. Tuition remission for graduate courses, not taken as a matriculating student, is limited to three in the graduate degree discipline.
7. For University employees only, tuition remission for a single class or course offering is available subject to all caveats herein.
8. The University's "London Program", as administered in fiscal year 2008, is considered "maintained and operated" by the University for the purposes of Tuition Remission hereunder. It is the only University affiliated program outside the continental United States that qualifies for Tuition Remission under this policy.
9. If an employee terminates employment during the semester which tuition remission is provided to any of the eligible beneficiaries under this policy, that employee is responsible for the full cost of tuition.
10. The applicant for tuition remission, as a condition precedent to authorization, will complete in full that Tuition Remission Application promulgated by the University through the Office of Human Resources, including such formal proof of eligibility as set out above and demanded by the Tuition Remission Application.

B. Tuition Reimbursement: Employees, employed in full-time permanent positions may, accompanied by a detailed recommendation from the Division Vice President of University service, request tuition contribution from the University in order to attend another institution of higher education on the basis both that the course of study leading to a degree will directly benefit the University and that the course of study is not offered by the University. This program is not limited to an undergraduate degree program, but is limited to a maximum of six (6) credit hours per semester. The dollar value for reimbursement is limited to the IRS non-taxable threshold (currently \$5,250) per calendar year. This grant is subject to the following caveats:

1. Should the recipient of a tuition reimbursement grant fail to fully complete the authorized course of study, pursuant to the standards set by the enrolling institution and the University, all monies paid by the University shall be repaid to the University by the recipient within three months from the date no longer actively enrolled.
2. Should the recipient of a tuition reimbursement grant voluntarily leave the University before five (5) years have lapsed following proper, approved completion of the authorized course of study, the recipient shall repay the University its grant as follows:
 - a. Less than two (2) years following completion of the authorized course of study, 100% of the monies paid by the University to or on behalf of the recipient.
 - b. More than two (2) but no more than four (4) years following completion of the authorized course of study, 50% of the monies paid by the University to or on behalf of the recipient.
 - c. More than four (4) but less than five (5) years following completion of the authorized course of study, 25% of the monies paid by the University to or on behalf of the recipient.
3. As a condition precedent to any grant by the University hereunder, the recipient authorizes the University among its available alternatives to deduct, up to the maximum amount provided by law, from the recipient's due and owing salary

and/or vacation accrual to recover monies it is owed pursuant to provision B.1 and B.2 immediately above.

4. Prior to any reimbursement for tuition paid by the recipient in accordance with this policy, proof both of at least a passing grade and of actual payment by the recipient is necessary and in form reasonably required by the University. There will be no reimbursement for any course in which a failing grade is achieved.
5. The University's Tuition Reimbursement grant may be revoked by the University should the recipient fail two or more courses under the period of the grant, in which case provision B.1. hereunder shall apply.
6. All requests for tuition reimbursement will require the divisional Vice President signature followed by the final authorization by the President. Employees must make requests directly to their divisional Vice President.

C. Tuition Grants:

1. This policy does not address student financial aid, including any University grants for University delivered or sponsored programs, either in the United States or abroad.
2. Tuition Exchange Programs: Independent of University policy, the University may contractually affiliate, directly or through a formal program such as the Council of Independent College Tuition Exchange Program (CIC-TEP), with other institutions of higher education enabling tuition aided attendance at such other institutions of higher education. Information, availability and process associated with such programs will be both facilitated and coordinated through the University's Office of Human Resources.

Approved Date: December 1, 2008