

PROCEDURE

Subject:

Educational Assistance & Tuition
Reimbursement

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Human Resources

By: Linda Rosen, M.D., M.P.H.

Its: President & CEO

HR 0022B

Procedure No.

TIIN OUZZE

Supersedes Procedure No. ADM 0018B

Approved By:

Approved Date:

September 23, 2021

Last Reviewed:

January 26, 2021

I. PURPOSE:

To establish the eligibility criteria for full-time HHSC employees to be considered for participation in the Educational Assistance and Tuition Reimbursement Program ("EATR Program")

II. ELIGIBILITY CRITERIA:

- A. Subject Matter: The employee must enroll in a graduate program to obtain an advanced degree in the field of health care administration that will assist the employee in furthering HHSC's mission.
- B. Active, full-time status: The employee shall be actively at work and scheduled for at least 40 hours per week. Employees on leaves of absence or who are scheduled less than 40 hours per week are not eligible to participate. Executive Management Team (EMT) members are not eligible and include: executive management teams and directors serving on the executive management teams of the Corporate Office and in the Regional systems.
- C. Years of Service: The employee shall have a minimum of three (3) years of continuous service with HHSC and/or the State of Hawaii.
- D. Educational Background Requirements: At a minimum, the employee must possess a 4-year Bachelor's degree from an accredited University, preferably in Healthcare Administration or Business Administration.
- E. Performance Evaluation Ratings: The employee must have received above satisfactory performance ratings for the three (3) years immediately preceding the application.
- F. Exceptions may be granted on a case-by-case basis by the employee's respective RCEO or PCEO, as applicable.

III. PROCEDURES:

A. All requests for Educational Assistance and Tuition Reimbursement shall be submitted to the employee's RCEO or PCEO, as applicable. The RCEO or PCEO, as applicable, shall review the application request and ensure all Eligibility Criteria and documentation requirements have been met prior to approving the application.

A request for approval shall minimally include the following documentation (Form 1):

- (1) Name and position (including name of facility);
- (2) Name of University or College for degree;
- (3) Program information on the degree being obtained;
- (4) Dates of anticipated enrollment and schedule;
- (5) Details of anticipated reimbursable costs;
- (6) Performance Evaluation Ratings over past three (3) years; and
- (7) Description of other educational classes taken by the employee during the current and past fiscal year.
- B. All reimbursement expenses will be processed by the applicable Region or Corporate Office, as applicable, and charged to its respective budgets.
- C. HHSC and HHSC Regions shall not be responsible for reimbursement of any costs that are incurred prior to or without the timely approval as specified herein. In such a case, the individual employee shall be responsible for all costs.
- D. The Educational Assistance Expense Form (Form 2) shall also be completed.

REIMBURSABLE/COVERED EXPENSES:

- A. Reimbursable and/or Covered Expenses Include:
 - 1. Tuition (75% of cost)
 - 2. Books
 - 3. Accredited on-line programs (pre-approved) creditable towards the degree
- B. Reimbursement/payment of expenses with pre-approval of the employee's respective RCEO or PCEO, as applicable, shall be made on the HHSC Educational Assistance Expense Form (Form 2) upon proof of satisfactory completion of coursework leading to the advance degree for which approval was given or upon proof of enrollment and proof of purchase of books.

REPAYMENT AND RETENTION:

- A. The employee must agree to remain employed with HHSC for three (3) years following the receipt of his/her Master's degree and sign the HHSC Educational Assistance Repayment & Retention Agreement (Form 3).
- B. In the event the employee does not fulfill his/her obligation and commitment in Section A. above, he/she be responsible for full reimbursement of HHSC's expenses paid to the employee or paid on his/her behalf by HHSC.

In the event the employee is not awarded the advanced degree for which the approval was given in the time specified by HHSC, the amount paid by HHSC to the employee or on behalf of the employee shall be considered overpayment. HHSC shall recover the amount paid by HHSC through the Overpayment Procedures or as may be mutually agreed to by the employee and HHSC or the respective HHSC Region.

EXCEPTIONS TO POLICY:

Exceptions to this policy shall be raised to the attention of the employee's respective RCEO or PCEO (or his/her designee), as applicable, for discussion and consideration on a case-by-case basis.

NON-TAXABLE INCOME:

Section 127 of the Internal Revenue Code ("Code"), as amended, may provide for an exclusion of up to \$5,250 per calendar year from an employee's gross income for amounts received by the employee under an educational assistance program for active employees that meet the requirements under the Code. Please consult with a tax professional regarding such exclusion and applicability of the Code. Any and all information contained in this policy and procedure does not constitute tax advice nor should it be construed as tax advice.

IV. ATTACHMENT(S):

Form 1 Request for Educational Assistance & Tuition Reimbursement

Form 2 Educational Assistance Expense Form

Form 3 Educational Assistance Repayment & Retention Agreement

Form 3A Repayment & Retention Schedule

REQUEST FOR EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT

| Emp | oloyee Name: | Date: | |
|-----------|-------------------------------------|---|--|
| Position: | | Facility: | |
| | | n for the reimbursement or advancement of monies for Educational egree (Masters or Masters of Health Administration). | |
| 1. | Name of College/University: | | |
| 2. | Program information on degra | e being obtained is attached. | |
| 3. | Dates of anticipated enrollme | t and schedule: | |
| 4. | Anticipated Completion Date | | |
| 5. | Anticipated Tuition Costs: | | |
| 6. | Anticipated Expenses for Boo | KS: | |
| 7.: | Performance Evaluation form | and ratings for the past three years are attached. | |
| 8. | current and past fiscal years. | icational classes you have taken at or outside work during the | |
| 9. | Please describe/tell us about | | |
| 10. | Employee must complete an attached. | sign. Educational Assistance and Retention Agreement is | |
| Em | ployee Signature: | Date: | |
| App | proved/Not Approved (circle on | ·) | |
| Reg | gional CEO or PCEO Signature | Date | |

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Educational Assistance Expense Form

| Employee Name: | | | Date: | Date: | |
|-----------------------------|-------------------------|------|--------------------------------------|-----------------------------------|--|
| Position: | | | Facility: | Facility: | |
| Date | Covered Expense | Cost | Reimbursement Amount | Direct Billing/Other Amount | |
| | | | | | |
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| | 011 | | | | |
| | | | | | |
| | mbursed to employee: \$ | F | Payment to 3 rd party: \$ | | |
| Employee Sign Approvals (as | applicable): | | | 1 | |
| REGIC | NAL CEO or PCEO | | DATE | | |

Please attach all applicable receipts and invoices.

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EDUCATIONAL ASSISTANCE REPAYMENT & RETENTION AGREEMENT

| This Education Assistance Repayment & Retention Agreement (the "Agreement") dated is between ("Employee") and Hawaii Health Systems Corporation ("HHSC"): |
|--|
| Employee has requested that HHSC advance or reimburse Employee for Employee's educational expenses incurred for Employee pursuant of an advanced graduate degree. |
| HHSC solely as an accommodation to Employee has agreed to advance or reimburse educational assistance expenses incurred by Employee for the following: |
| All such monies shall be incurred by Employee in connection with Employee's educational course(s). This Agreement documents the conditions under which HHSC has agreed to advance funds. |

Provided Employee continues employment with HHSC for certain periods of time set forth on Repayment and Retention Schedule attached hereto as Attachment 1, and by this reference made a part hereof, and has completed the courses and obtained the graduate degree as set forth in the Agreement repayment of some or all these monies shall be forgiven in accordance with the enclosed schedule. (Form 3A)

If Employee discontinues the educational program upon which this Agreement is based, Employee shall immediately repay all monies advanced or reimbursed by HHSC to Employee without notice from HHSC.

By signing this Agreement, Employee expressly acknowledges and agrees that if for any reason Employee's employment is voluntarily terminated prior to the Repayment and Retention Schedule, the balance remaining due shall be repaid by Employee immediately to HHSC without the requirement of notice by HHSC. Upon the date of Employee's resignation or termination, Employee expressly authorizes HHSC to deduct all lawful amounts due to HHSC from Employee's total compensation and apply such amounts towards the balance due under this Agreement. Amounts owed in excess of those that can be recaptured through Employee's total compensation shall be paid by Employee to HHSC immediately upon resignation or termination employment.

To avoid future misunderstanding, Employee also expressly acknowledges and agrees that nothing in this Agreement constitutes a contract of employment for any particular period of time. The sole purpose of this

Agreement is to document the total sum of money to be advanced to Employee for educational assistance and to specify the conditions upon which some or all of these monies shall be repaid by you to HHSC.

If the foregoing is satisfactory to you, please so signify by executing the original copy of this Agreement and returning it to HHSC.

| Very truly yours, | Agreed and Accepted: |
|--------------------------|---------------------------------|
| HHSC | |
| | (Type or print employee's name) |
| (RCEO or PCEO Signature) | |
| | (Employee signature) |
| Date: | Date: |

EDUCATIONAL ASSISTANCE & TUITION REIMBURSEMENT REPAYMENT & RETENTION SCHEDULE

FORM 3A

The retention and repayment requirements, as provided in the Educational Assistance Repayment & Retention Agreement are set forth below. In the event Employee resigns or terminates employment prior to the requisite thirty-six (36) months following receipt of Employee's advanced degree, Employee shall repay the monies advanced or reimbursed to Employee by HHSC:

| Retention Following Receipt of Degree | Repayment % |
|---|-------------|
| Less than 3 months of continued service | 100% |
| 3 months | 91.67% |
| 6 months | 83.34% |
| 9 months | 75.01% |
| 12 months | 66.68% |
| 15 months | 58.35% |
| 18 months | 50.02% |
| 21 months | 41.69% |
| 24 months | 33.36% |
| 27 months | 25.03% |
| 30 months | 16.70% |
| 33 months | 8.37% |
| 36 months | 0% |