



**CITY OF MARSHFIELD, WISCONSIN
POLICIES AND PROCEDURES**

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CHAPTER: Career Development

SUBJECT: Tuition Aid for Non-Represented Employees

POLICY NUMBER: 3.630

PAGES: 2

EFFECTIVE DATE: January 21, 1980

REVISION DATE: January 1, 2012

PERMANENT DELETION DATE:

APPROVED BY:

Special Notes: This policy/procedure manual does not in any way constitute an employment contract and the City of Marshfield reserves the right to amend this manual at any time subject only to approval by the Common Council.

Policy

The City of Marshfield will provide a Tuition Aid Program for all non-represented employees wanting to take job related University, Technical School, Business College, and non-credit remedial courses. The Tuition Aid Program is only available if there is funding to cover the cost. Department/Division Heads and the Human Resources Manager have sole discretion to approve or not approve selection of classes as well as school selection. Tuition aid will not be available for Dale Carnegie, Evelyn Wood and other similar programs or audited courses.

Procedure

1. All non-represented employees (.5 FTE status or higher) with more than one (1) year of service are eligible for participation.
2. Requested course must be shown to be job related and approved as such by the employee's supervisor and the Human Resources Manager.

3. The City of Marshfield will pay 100% of the cost of tuition and books. If the employee drops the course or receives less than a C grade, the employee will be required to reimburse the City the 100% portion of the tuition and books.

4. Time-off work to attend a course will be granted, provided the course is unavailable outside normal work hours and there is no disruption of the normal work activity and the lost time is made up. Time-off work must be approved by the Employee's supervisor and Human Resources Manager.

CITY OF MARSHFIELD
REPAYMENT AGREEMENT

AGREEMENT entered into on this _____day of _____, _____, (“Agreement Date”), between the City of Marshfield (“City”), a Wisconsin Municipal Corporation, and _____ (“Employee”) in accordance with Personnel Policy No. 3.630, Tuition Aid for Non-Represented Employees.

1. Employee acknowledges that the City incurs substantial expense in tuition and books reimbursement.

2. In consideration for the City incurring said substantial expenses, Employee hereby agrees, covenants, and warrants that, in the event the Employee quits, resigns or voluntarily terminates his or her employment for any reason within sixty (60) months of each completed course the Employee shall owe the City the reimbursement amount as determined below:
 - A. Termination within six (6) months of each specific course, amount owed to the City: The full reimbursement amount.
 - B. Termination after six (6) months and within twelve (12) months of each specific course, amount owed to the City: eighty (80%) percent of the full reimbursement amount.
 - C. Termination after twelve (12) months and within twenty-four (24) months of each specific course, amount owed to the City: sixty (60%) percent of the full reimbursement amount.
 - D. Termination after twenty-four (24) months and within forty-eight (48) months of each specific course, amount owed to the City: forty (40%) percent of the full reimbursement amount.
 - E. Termination after forty-eight (48) months and within 60 months of each specific course, amount owed to the City: twenty (20%) percent of the full reimbursement amount.
 - F. Termination after sixty (60) months of each specific course, amount owed to the City: None

3. Exceptions to Repayment. Notwithstanding anything to the contrary contained herein, an approved leave of absence caused by medical, military, education, or other approved reasons shall not be deemed a termination of employment for the purposes of this Agreement. However, if any such leave of

absence is granted by the City, this Agreement shall be deemed to automatically extend accordingly beyond the sixty (60) month timeframe of the agreement date covered hereby to include the timeframe corresponding with the period of leave. In addition, death, disability or permanent layoff shall not be deemed a termination of employment for the City for the purposes of this agreement and employee will not be responsible for reimbursement.

4. Employee hereby agrees that any monies which may be due and owing the City under the terms of this Agreement may be deducted from the Employee's paychecks. Employee's final paycheck shall include all minimum and overtime wages as required under the Fair Labor Standards Act and Wisconsin Statute section 109.03 (2005–2006). In the event that the residual amount from Employee's final paychecks are insufficient to cover the amounts due and owing to the City, or if Employee is not otherwise entitled to a paycheck, Employee agrees to be personally responsible for all monies due and owing the City under this Agreement. In the event Employee breaches his or her obligations to reimburse the City under this Agreement, the City shall be entitled to institute legal proceedings in any court of competent jurisdiction for the collection of the principal amount due, and Employee stipulates that the City shall be owed such amounts plus interest at the rate eight-percent ("8%") per annum and the City's reasonable attorney fees.

5. The Parties acknowledge that the obligations under the Agreement may be waived at the sole discretion of the City upon written request by the Employee to the Human Resources Manager and that said decision by the City shall be appealable to the City Administrator only as to whether said determination is arbitrary or capricious.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Employee Signature:

Date:

Supervisor Signature:

Date:

A list of course descriptions, cost, date of course work and whether the class is relative to current position should be listed on the Tuition Aid Request form.