

**RESOLUTION NO. 2019-19**  
(2/13/19)

**RESOLUTION AUTHORIZING THE TUITION REIMBURSEMENT POLICY**

**WHEREAS**, the Village of Caledonia is looking to further the professionalism and education of our employees, be more competitive in the market place, prepare our employees for internal promotional opportunities and succession planning;

**WHEREAS**, the Village has drafted a Tuition Reimbursement Policy, and is attached hereto as **Exhibit A**;

**WHEREAS**, as part of the Tuition Reimbursement Policy the employee would have to complete the Application for Tuition Reimbursement and the Repayment Agreement, and those are attached hereto as **Exhibit B and Exhibit C** respectively;

**WHEREAS**, for 2019, the Village of Caledonia will reimburse up to \$20,000 total for tuition reimbursement Village wide and will annually determine the total reimbursement amount during the budget process for the next calendar year;

**WHEREAS**, for 2019, the reimbursement will be funded using 2018 budget surplus; and

**WHEREAS**, the Personnel Committee of the Caledonia Village Board has reviewed the Tuition Reimbursement Policy and recommends adopting the new Policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board the Tuition Reimbursement Policy is effective as of January 1, 2019.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 18<sup>th</sup> day of February, 2019.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Karie Torkilsen  
Village Clerk



# Tuition Reimbursement Policy

## **Tuition Reimbursement**

The Village of Caledonia provides Tuition Reimbursement for approved educational activities. The purpose of the Tuition Reimbursement program is to provide opportunities for employees of the Village of Caledonia to improve their skills and knowledge through personal career development.

The Village of Caledonia will reimburse eligible employees for approved tuition expenses, laboratory fees and books paid to accredited schools, colleges and universities, as set forth in this policy. It is at the Village's sole discretion to approve employees for participation in the program, and each employee's approved expenses will vary based on the individual circumstances.

## **Maximum Reimbursement**

For Associate Degree, Bachelor's Degree and Master's Degree courses, tuition reimbursement is offered at 100% of the cost of the tuition up to a maximum of \$2,000 per calendar year.

For Associate Degree, Bachelor's Degree and Master's Degree courses, the Village will reimburse employees pursuant to the following schedule:

- If the employee receives an "A" grade or equivalent as determined by the Village, the Village will reimburse 100% of the tuition cost;
- If the employee receives a "B" grade or equivalent as determined by the Village, the Village will reimburse 80% of the tuition cost;
- If the employee receives a "C" grade or equivalent as determined by the Village, the Village will reimburse 60% of the tuition cost;
- The Village will not reimburse employees for courses in which the employee receives lower than a "C" grade or equivalent as determined by the Village;
- The Village will reimburse employees 100% for courses in which the employee can only receive a grade of "PASS" or "FAIL" when they receive a "PASS".
- In the event of a split grade, the Village will reimburse the percentage amount between the percentages listed above for the two separate grades. For example, the Village will reimburse 90% of the employee's tuition for an "AB" grade.

## **Eligibility**

To be eligible for tuition reimbursement under this policy an employee must:

- Be a full time employee;
- Have completed six (6) months of service;
- Have active status on payroll when the course is completed;
- All courses must be taken during off duty hours; and
- The employee and Village must execute a Tuition Reimbursement Repayment Agreement.
- Health Department Employees must meet the requirements above and will be subject to approval and funding by the Board of Health.

## **Repayment Schedule**

If an employee leaves employment for any reason within two (2) years of the issuance of reimbursement payment by the Village for the qualifying participation in an Associate Degree, Bachelor's Degree and Master's Degree program for which the Village has provided reimbursement, the tuition reimbursement is repayable to the Village according to the following schedule:

- Within one (1) year after receiving the reimbursement, the employee will reimburse the Village 100% of the tuition reimbursement.
- Within two (2) years after receiving the reimbursement, the employee will reimburse the Village 50% of the tuition reimbursement.
- After two (2) years following the reimbursement, the employee will not be required to reimburse the Village.

The employee will authorize the repayment of these amounts through a repayment agreement, which will include permitting the deduction of such amounts from the employee's final paychecks and any amounts owed to the employee to the extent permitted by law.

## **Courses and Programs Eligible for Reimbursement**

Associate Degree, Bachelor's Degree and Master's Degree programs will only be eligible for reimbursement if they job related. All courses, required and elective, which are related to an employee's work or which lead to a job-related degree will be eligible for reimbursement. The Village Administrator with input from the Department Manager will determine whether a degree program or course is job related. If the Village Administrator and Department Manager determine the program or course is not job related, the employee can appeal that decision to the Village Board.

## **Application for Pre-Approval of Tuition Reimbursement**

Employees must obtain pre-approval for tuition reimbursement under this policy, prior to registration. To do so, employees must complete and return to the Human Resources Department a Tuition Reimbursement Application. The request will be forwarded to the Department Manager. If and when the course is pre-approved, the application will also serve as a request for payment at the conclusion of the course. The employee will then be required to execute a Tuition Reimbursement Repayment Agreement.

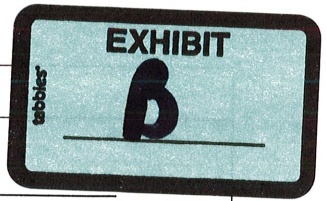
## **Tuition Reimbursement upon Completion of Course**

Upon completion of the course, the employee must submit an official transcript of grades and proof of payment. Proof of payment can be established by either a bursar's receipt or a copy of the canceled check (front and back). Records of all education and training programs completed by each employee must be forwarded to and will be maintained by the Human Resources Department. This policy is subject to the employee executing the Tuition Reimbursement Application. The allotted program dollars per the resolution are on a first come first served basis, with the exception of those employees that are required to earn a degree to be deemed qualified for a particular job.

The Village reserves the right to change or modify the policy at any time.

Revised: 2/19/19  
Effective: January 1, 2019  
Resolution: 2019-19

# Tuition Reimbursement Application



Name \_\_\_\_\_ Hire Date \_\_\_\_\_

Department \_\_\_\_\_ Position \_\_\_\_\_

### Course Title(s)\*

1. \_\_\_\_\_ Date Course Begins \_\_\_\_\_

Course Cost \_\_\_\_\_ Fees \_\_\_\_\_ Total Cost \_\_\_\_\_

2. \_\_\_\_\_ Date Course Begins \_\_\_\_\_

Course Cost \_\_\_\_\_ Fees \_\_\_\_\_ Total Cost \_\_\_\_\_

School \_\_\_\_\_

**\* Please attach a brief description of the course(s) from school catalog or brochure.**

How will this course(s) help you in your present or future position?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

### Approvals:

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Village Administrator \_\_\_\_\_

Date \_\_\_\_\_

Human Resources \_\_\_\_\_

Date \_\_\_\_\_

**VILLAGE OF CALEDONIA  
TUITION REIMBURSEMENT REPAYMENT AGREEMENT**



AGREEMENT entered into on this day of \_\_\_\_\_, \_\_, 20\_\_ ("Agreement Date"), between the Village of Caledonia ("Village") and \_\_\_\_\_ ("Employee").

1. Employee has filed an application seeking tuition reimbursement (application attached as Exhibit A) from the Village pursuant to the Village's Tuition Reimbursement Policy (policy attached as Exhibit B) and, having been approved by the Village for reimbursement on the schedule identified and as amended by the Village from time to time based on the reimbursement payments issued to Employee (Exhibit C), hereby reaffirms said commitment to repay the Village for tuition reimbursement payments given to Employee upon the terms and conditions of this agreement.

2. Employee acknowledges that the Village incurs substantial expense in the reimbursement of certain expenses when an employee pursues approved education opportunities, with reimbursement alone collectively costing the Village up to \$2,000.00 per calendar year in tuition reimbursable expenses.

3. In consideration for the Village reimbursing Employee for the substantial expenses identified and approved in Exhibit C, as amended from time to time, Employee hereby agrees, covenants and warrants that Employee will reimburse the Village for the tuition reimbursement payments issued to Employee subsequent to the execution of this Agreement based on date the payment is issued by the Village to the Employee if Employee is no longer employed by the Village, for any reason, within two years of the date the applicable tuition reimbursement payment is issued to the Employee. Exhibit C shall be updated to include a schedule of the specific tuition reimbursement payments and the date such payments are issued to Employee, and such amounts do not and shall not include amounts paid to Employee as wages. Immediately as of the effective date of termination, Employee shall owe and repay the Village the specific amounts of applicable tuition reimbursement payments made to Employee as determined according to the following schedule:

A. End date of employment within one year after the date the Employee is issued the tuition reimbursement payment by the Village: Employee owes the full reimbursement payment made within that year (or as extended by Section 4)

B. End date of employment after one year and before two years after the date the Employee is issued the tuition reimbursement payment by the Village: Employee owes half of the applicable reimbursement payment made within that first and second year (or as extended by Section 4)

C. End date of employment after two years after the date the Employee is issued the tuition reimbursement payment by the Village: Employee owes none of that specific reimbursement payment made outside the two-year timeframe (or as extended by Section 4)

The parties agree to the following example to show the application of this language: On December 20, 2019, the Village issued employee a tuition reimbursement payment for \$2,000.00. On December 21, 2020, the Village issued employee a tuition reimbursement payment for \$1,967.00. On December 22, 2021, the Village issued employee a tuition reimbursement payment for \$1,757.00. The

employee's employment with the Village ends on November 27, 2022. Under this Agreement, the employee owes the Village \$1,757.00 tuition reimbursement payment made on December 21, 2020 and one-half of \$1967.00 tuition reimbursement payment made on December 22, 2021. The employee does not owe the Village repayment of the \$2,000.00 tuition reimbursement payment made on December 20, 2019.

4. Notwithstanding anything to the contrary contained herein, an approved unpaid leave of absence caused by medical, military, or other approved reasons and any paid or unpaid worker's compensation leave of absence shall not be deemed an end of employment for the purposes of this Agreement. However, if any such unpaid leave of absence or paid or unpaid worker's compensation leave of absence occurs, then this Agreement shall be interpreted to automatically extend the two-year timeframe to include the timeframe corresponding with the period of leave and the repayment timeframes in Section 3.A.-C. shall thereby extend based on duration of time corresponding with the period of leave, as applicable.

5. Employee hereby agrees and authorizes that any amount which may be due and owing the Village under the terms of this Agreement may be deducted from the Employee's final paychecks, provided Employee's paychecks shall include all minimum and overtime wages as required under applicable state and federal law. If Employee's final paycheck is insufficient to cover the residual amounts due and owing to the Village, or if Employee is not otherwise entitled to a paycheck, then Employee shall be personally responsible for all amounts due and owing the Village under this Agreement and shall remit such payment to the Village within thirty days to the Village following the termination date. In the event Employee breaches his or her obligations to repay the amounts due and owing to the Village under this Agreement, then the Village shall be entitled to institute legal proceedings in any court of competent jurisdiction for the collection of the amounts due, and Employee stipulates that the Village shall be owed such amount due plus interest at the rate eight-percent ("8%") per annum, and Employee shall pay the Village's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

6. The Parties acknowledge that the obligations under the Agreement may be waived at the sole discretion of the Village Board upon written request by the Employee to the Village Administrator and that said decision by the Village Board shall be final and binding on the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and for the benefit of the Village.

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

By: \_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Approved by the Village of Caledonia

By: \_\_\_\_\_  
On Behalf of the Village of Caledonia

\_\_\_\_\_  
Date

Attestation: \_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date