

POLICY TITLE: TUITION AID FOR LIBRARY EMPLOYEES

ADOPTED: 3/17/22

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 Everett Roehl Marshfield Public Library will provide a Tuition Aid Program for its employees wanting to take job-related technical, university, and graduate school courses. The Tuition Aid Program is only available if there is funding to cover the cost. The Library Director and Library Board 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 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 Library Director.

3. The Library may pay 100% of the cost of tuition and books, however employees seeking tuition aid must consult with the Library Director first to determine what other grants may be available to the employee.

4. If the employee drops the course or receives less than a C grade, the employee will be required to reimburse the Library fully for tuition and books paid for by the Library.

4. Time-off work to attend a course may 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 the Library Director.

EVERETT ROEHL MARSHFIELD PUBLIC LIBRARY REPAYMENT AGREEMENT

AGREEMENT entered into on this _____ day of _____, _____, ("Agreement Date"), between the Everett Roehl Marshfield Public Library ("Library") and _____ ("Employee") in accordance with Library Policy No. 4.630, Tuition Aid for Employees and the City of Marshfield Personnel Policy No. 3.630 Tuition Aid for Non-Represented Employees.

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

2. In consideration for the Library 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 Library the reimbursement amount as determined below:

A. Termination within six (6) months of each specific course, amount owed to the Library: The full reimbursement amount.

B. Termination after six (6) months and within twelve (12) months of each specific course, amount owed to the Library: 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 Library: 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 Library: 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 Library: twenty (20%) percent of the full reimbursement amount.

F. Termination after sixty (60) months of each specific course, amount owed to the Library: 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 Library, 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 Library 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 Library 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. In the event that the residual amount from Employee's final

paychecks are insufficient to cover the amounts due and owing to the Library, or if Employee is not otherwise entitled to a paycheck, Employee agrees to be personally responsible for all monies due and owing the Library under this Agreement.

In the event Employee breaches his or her obligations to reimburse the Library under this Agreement, the Library 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 Library shall be owed such amounts plus interest at the rate eight-percent ("8%") per annum and the Library's reasonable attorney fees.

5. The Parties acknowledge that the obligations under the Agreement may be waived at the sole discretion of the Library upon written request by the Employee to the Library Director and that said decision by the Library shall be appealable to the Library Board 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 must be included on the Tuition Aid Request form.