

TOWN OF MILFORD

EDUCATION REIMBURSEMENT POLICY

FOR REGULAR FULL-TIME, NON-UNION EMPLOYEES

The Milford Board of Selectmen has approved that an allocation of funds would be included in the general fund benefits budget each year, pending approval by the voters at the Annual Town Meeting, to provide tuition reimbursement to regular, full-time, non-union employees of the Town who have successfully completed their probationary period and who participate in approved course work at an accredited college or university.

In order to apply and qualify for tuition reimbursement, the employee must complete and submit to his/her Department Head a Town of Milford "Application for Education Assistance" and an "Authorization for Deduction/Reimbursement of Tuition." prior to attendance of any course. All courses **must** be pre-approved by the employee's Department Head in order to qualify for tuition reimbursement. The Department Head **must** certify that the courses support or improve the employee's proficiency in his/her current or future position with the Town. A course will not be eligible for reimbursement unless it is approved **in advance** by the employee's Department Head. Once the application and authorization forms are signed by the employee and approved by the Department Head, they are to be forwarded to the Human Resources Department to be placed in the employee's Personnel File.

As a general rule, classes or courses for which tuition reimbursement is being sought **may not** be taken on Town time and **must** be taken during hours when an employee is not scheduled to work. Prior to an employee being able to enroll in a course whose class hours **could** conflict with that employee's normal work schedule, **advance** arrangements are to be made with the employee's Department Head for authorization to change or modify the employee's work schedule in order to accommodate the class hours. At no time will course attendance be permitted to cause any overtime liability for the Town.

Tuition expenses will be reimbursed after the completion of (a) course(s). Employees must submit a Town of Milford "Request for Educational Reimbursement" to their Department Head no later than January 31st of any given year for courses completed between January 1st and December 31st of the previous year. Accompanying the reimbursement request must be a copy of the college/university transcript, certificate, or diploma indicating that the employee has successfully completed the course(s) with a grade of "C" or above (or a "pass" grade if grading is pass/fail) and a receipt or statement from the college/ university showing proof of payment. Reimbursement is for tuition expenses only and does not cover the cost of books, lab fees, etc.

Reimbursement checks will be issued in February once all requests have been submitted to the Finance Office by the Department Heads. Reimbursement to each individual will be based on each individual's total tuition expense as a percentage of the total expense of all employees requesting reimbursement times the total appropriation in the previous year's general fund benefits budget. In no case will reimbursement exceed the amount of tuition actually paid by the employee.

As indicated on the "Authorization for Deduction/Reimbursement of Tuition," it is expected an employee receiving tuition reimbursement from the Town of Milford will remain in the employment of the Town for a period of one (1) year following the date of reimbursement. If employment is terminated for any reason prior to the expiration of the one-year period, the employee shall be responsible for a pro-rated percentage of the tuition reimbursement. In this case, the employee agrees to repay the Town of Milford any sums due by authorizing deductions from final paycheck(s) or, if the sum due exceeds the final paycheck(s), the employee agrees to pay the amount due within sixty (60) days of termination or, at the option of the Town, to enter into a payment schedule for repayment of this debt.

All reimbursement payments are contingent upon the amount of money allocated in the budget for this purpose. Following is an example of how funds could be allocated if reimbursement requests exceed budget funding:

Employee A took 2 courses at \$500 each. Requests reimbursement for \$1,000
Employee B took 7 courses at \$950 each. Requests reimbursement for \$6,650
Total requests are \$7,650 (\$1,000 + \$6,650). Appropriation was \$5,000.
Employee A receives reimbursement of \$ 653.59 ($1000/7650 \times 5000$)
Employee B receives reimbursement of \$4,346.41 ($6650/7650 \times 5000$)

TOWN OF MILFORD

AUTHORIZATION FOR DEDUCTION/REIMBURSEMENT OF TUITION

I have submitted an "Application for Education Assistance" together with this "Authorization for Deduction/Reimbursement of Tuition" and will be requesting tuition reimbursement from the Town of Milford upon completion of the course(s) taken under this Application. I understand and acknowledge all courses eligible for tuition reimbursement must be job-related, and that I must have completed the probationary period and be an employee in good standing prior to the start of the course(s). I understand the course(s) must be taken at an accredited institution and I must receive a minimum of a Grade "C" (or "pass" if the course is pass/fail). Tuition reimbursement is only available to full-time, regular employees of the Town of Milford.

I further understand it is expected I will remain in the employment of the Town of Milford for a period of not less than twelve (12) months following the date reimbursement is made. If my employment is terminated prior to the expiration of the 12 months, whether voluntarily or involuntarily, I authorize the Town of Milford to withhold from my last paycheck(s) a pro-rated percentage of such tuition reimbursement. I further understand I am responsible for such pro-rated percentage of tuition repayment and, in the event the tuition reimbursement owed exceeds the amount of my last paycheck(s), I agree to repay the Town of Milford any sums due within sixty (60) days or, at the option of the Town, to enter into a payment schedule.

Employee Signature

Witness Signature

Date

TOWN OF MILFORD APPLICATION FOR EDUCATION ASSISTANCE

The Town of Milford offers tuition reimbursement for eligible full-time, regular employees (i.e., employees who have successfully completed their probationary period) who pursue job-related educational courses. (For detailed information on eligibility and other guidelines, refer to the "Education Reimbursement Policy" in the Employee Handbook of Personnel Rules or contact the Human Resources Director.)

In order to qualify for course reimbursement, this form – together with the "Authorization for Deduction/ Reimbursement of Tuition" form, must be completed and submitted to your Department Head for approval and authorization to attend the requested course(s).

Course Title: _____

Educational Institution: _____

Estimated Cost: _____

Employee's Future Goals and/or Reason for Taking This Course:

(If additional space is needed, use back of this form.)

By signing this form, employee agrees to reimburse the Town of Milford if his/her employment is terminated (either voluntarily or involuntarily) within twelve (12) months from date of education reimbursement.

Employee's Name (Please Print)

Department

Employee's Signature

Date

DO NOT WRITE BELOW THIS LINE

Verification by Department Head:

Eligibility requirements have been met: Yes _____ No _____

Approval:

Approved: _____ Denied: _____ Reason for denial: _____

Department Head Name (Please Print)

Department Head Signature

Date

PROMISSORY NOTE

(\$ _____) DOLLARS

TEN (10%) PERCENT INTEREST, ONE (1) YEAR TERM **MILFORD, NH**

FOR VALUE RECEIVED the undersigned, _____,
(name)
of _____,
(Street Address) (City/Town)

County of _____, State of New Hampshire (hereinafter "Maker"), does hereby promise to pay in lawful money of the United States of America to the order of the Town of Milford, a duly authorized municipal organization with a principal place of business at Town Hall, One Union Square, Milford, County of Hillsborough, State of New Hampshire, the principal sum of _____ (\$ _____) **DOLLARS**, over a period of **ONE (1) YEAR** together with interest thereon at the rate of **TEN (10%) PERCENT PER ANNUM**, to be repaid in monthly installments of _____ (\$ _____) **DOLLARS** per month until the entire indebtedness is repaid in full. The first payment of this indebtedness will commence on the first of the month following Maker's date of educational reimbursement from the Town and will continue monthly thereafter until said amount shall be paid in full or in kind according to the terms of the Education Reimbursement Agreement attached hereto and incorporated herein by reference. Said payments shall be made to the Selectmen's Office, at the address set forth above, or at such other place as the holder hereof may designate in writing.

Maker reserves the privilege of paying the principal in full, or any portion or portions thereof, before the date of maturity without penalty.

If default be made in the payment when due of any installment of principal or interest, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note without notice. Failure to exercise this option with respect to any default shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

And each and every party to this instrument, whether maker, endorser, surety, or otherwise, hereby waives presentment for payment, notice of dishonor, demand, protest, and notice of protest thereof, and agrees in case payment shall not be made at maturity to pay the costs of collection including reasonable attorney's fees occasioned thereby.

IN WITNESS WHEREOF I have set my hand this _____ day of _____,
20____.

Witness

Employee

DATE OF TUITION REIMBURSEMENT: _____
(To be completed by Finance Department)

Distribution: Finance Department
Department Head
Personnel File

Education Reimbursement Policy
07/04/rab

EDUCATION REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between _____ of _____ (hereinafter "Employee") and the TOWN OF MILFORD, NEW HAMPSHIRE (hereinafter "Town"):

WHEREAS The "Employee" has applied for tuition reimbursement from the "Town"; and

WHEREAS The "Town" has accepted the "Employee's" Application for Education Assistance and, among other things, the "Town" has expended the sum of \$_____ and in return for said investment the "Town" expects to receive the services of the "Employee" for a period of one (1) year from the date of tuition reimbursement; and

WHEREAS The "Employee" acknowledges that he/she has received said tuition reimbursement at the expense of the "Town" which could be used by him/her in future employment endeavors not necessarily limited to his/her employment with the "Town"; and

WHEREAS The "Town" has reimbursed the "Employee" the sum of \$_____ and the parties hereto are desirous of having that debt represented in the form of a Promissory Note from the "Employee" to the "Town" which Note shall provide for payment of the said \$_____ at the rate of ten (10%) percent to the extent that the "Town" does not receive twelve (12) full months of services from the "Employee."

NOW THEREFORE, the "Employee" and the "Town" do hereby mutually covenant and agree:

(1) That the cost of the education reimbursement is \$_____ and that the "Town" has reimbursed this amount to the "Employee" referred to herein and, accordingly, the parties agree that the "Employee" shall, concurrently with the execution of this Agreement, execute a Promissory Note payable to the Town of Milford in the principal amount of \$_____ together with interest thereon at the rate of ten (10%) percent per annum, which amount shall be paid in the form of twelve (12) equal monthly installments of \$_____. Said amount shall be payable in monthly payments, as indicated, with the first such payment commencing thirty (30) days after the payment of the education reimbursement as referred to above and a like amount on the 30th day of each and every month thereafter until said amount, together with interest, is paid in full as represented by the Promissory Note, a copy of which is attached hereto and incorporated herein by reference.

(2) It is understood and agreed that the "Town" shall forego each of said monthly payments to the extent that the "Employee" remains employed full-time as a Town of Milford "Employee" for a period of twelve (12) months following reimbursement and, if the "Employee" completes twelve (12) months of employment in that fashion, he/she shall be entitled to a discharge, in full, of any moneys due and owing as a result of the aforementioned Promissory Note. In the event that the "Employee" is terminated for cause during the twelve (12) month period or voluntarily resigns during said period, then the "Employee" shall be responsible to the Town of Milford for the payment of the Promissory Note to the extent that there remains an undischarged portion of the debt. It is understood between the parties that the debt shall be amortized by the forgiving and discharge of a monthly payment for each month of employment.

(3) No moneys under the Promissory Note will be payable in the event that the "Employee" is required to terminate his/her employment due to a disabling illness or injury. In that event, the Promissory Note shall be discharged and forgiven in full.

(4) It is understood that in the event there is substantial evidence that the "Employee" has been dismissed for cause or as a result of misrepresenting his/her basic qualifications for employment or has caused his/her dismissal, failure, illness or injury in an attempt to avoid paying said Promissory Note, then said Promissory Note shall be payable in full and the exceptions referred to above shall not apply.

(5) In the event the "Employee" is called to active Military Duty or is granted a Leave of Absence during the period covered by this Agreement, the period of Agreement shall be extended accordingly.

(6) Should the "Employee" terminate employment with the "Town" prior to the expiration of the twelve (12) month term outlined above, then the "Employee" agrees and authorizes the "Town" to deduct any amount due and owing on the Promissory Note from any severance pay due him/her up to the amount of that severance pay, and agrees and promises to repay to the Town any balance due in excess of the amount of the severance pay. Severance pay may include, but is not limited to, accruals for sick leave, annual leave, holiday leave, and sick incentive bonus. All payroll deductions for this purpose will be made on a post-tax basis.

(7) This Agreement shall become effective on _____, the day of execution by the "Employee" and shall remain in full force and effect for the period of time identified in the Promissory Note, unless extended as provided in Paragraph 5 above.

(8) This document embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into by the "Town" other than contained herein.

11) The foregoing provisions are understood and agreed to by the undersigned.

IN WITNESS WHEREOF, the parties have executed this Agreement at Milford, New Hampshire, this _____ day of _____ 20____.

Witness

Employee's Signature

MILFORD BOARD OF SELECTMEN:

Witness

Chairman

Witness

Vice-Chairman

Witness

Selectman

Witness

Selectman

Witness

Selectman