



PERSONNEL POLICY - FORM 12-3120A

Tuition Reimbursement Agreement

This Tuition Reimbursement Agreement is made on _____ between

_____(Employee)

and

Vulcan County (Employer)

Whereas the Employee is an employee of the Employer, and in order to upgrade the skills of the Employee, the Employee has applied for and has been accepted into the following:

Program of Study (Course)	Provider	Start Date	End Date

The Employer and Employee agree as follows:

1. Payment of Tuition

- a. Employer agrees to pay the tuition directly for the Course(s) as long as the Employee is in Employ of the Employer.
- b. The Employer paid portion of tuition, books, materials, and other paid costs associated with the Course(s) shall form part of the total tuition is subject to Tuition Repayment as outlined in Section 2.

2. Repayment Event - upon the occurrence of any of the following events

- a. Employment of the Employee at Vulcan County terminates prior to the completion of the Program/Course(s) for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; or
- b. Employee does not satisfactorily complete any portion of Course(s), or withdraws from or is expelled from Program, Employer's obligation to make any further tuition Payments shall immediately cease, and Employee shall,

at the Employers options, repay to the Employer all Tuition Payments reimbursed by the Employer up to that point in time; or

- c. Employment of the Employee at Vulcan County terminates within 18 months after completion of the Program by resignation by the Employee, or dismissal by the Employer with cause. In such cases the Employee shall, at the Employers options, repay to the Employer a pro-rated amount of the tuition paid by the Employer based on the number of months (rounded to the nearest ½ month) of employment served after completion of the program. (Example: If the employer has paid a total of \$6,000 towards the program costs and the employee leaves 9 months after completing the program, the employee will reimburse the Employer \$3,000 of the \$6,000 paid out.)

3. Set off

- a. The Employee authorizes and directs Employer to set off any and all amounts owing to Employer under this Agreement against any amount owing by the Employer to the Employee, including but not limited to salary, wages, bonuses, commissions, vacation pay, termination pay and severance pay but not including expense reports and that by signing the Agreement, the employee is consenting to such deductions.

4. Indemnity

- a. The Employee hereby indemnifies and saves harmless the Employer from and against any and all suits, claims, actions, damages and other losses which the Employer suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the employee.

5. Notices

- a. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by regular mail.

To the Employee:

To the Employer:

Vulcan County
102 Centre Street, Box 180
Vulcan AB T0L 2B0

6. No Waiver

- a. The Waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

7. Entirety of Agreement

- a. The Terms and Conditions set forth herein constitute the entire Agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understanding directly or indirectly related to this Agreement that are not set for herein. No change can be made to this Agreement other than in writing and signed by both parties.

8. Governing Law

- a. This Agreement shall be construed and enforced according to the laws of the Province of Alberta and any dispute under this Agreement must be brought in this venue and no other.

9. Headings in this Agreement

- a. The headings in this agreement are for convenience only, confirm no rights or obligations in either party and do not alter any terms of this Agreement.

10. Severability

- a. If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Employee

For Vulcan County

The personal information requested on this form is being collected under the authority of the *Freedom of Information and Protection of Privacy (FOIP) Act* and is protected by the FOIP Act. If you have any questions about the collection, contact the FOIP Coordinator at (403) 485-2241.