

TUITION REIMBURSEMENT REPAYMENT AGREEMENT

This Tuition Reimbursement Agreement (“Agreement”) is between the Village of Mount Prospect (the “Village”) and **Name** (“Employee”). The Village agrees to reimburse Employee in the amount of \$ **_____** (“Reimbursement Amount”) towards the costs of tuition for voluntary elective courses, which Employee completed during **Semester & Year**. Subject to the conditions of this Agreement, the agreed upon repayment schedule is as follows:

(1) So long as Employee remains actively employed by the Village in good standing, the Village agrees to forgive this Reimbursement Amount according to the following schedule:

Years employee remains employed after Reimbursement Amount from Village:	Village’s forgiveness of Reimbursement Amount
Less than 1 year	0%
1 to 2 years	25%
2 to 3 years	50%

Additionally, if the employment relationship between Employee and the Village is terminated, for any reason, prior to three (3) years after receiving Reimbursement Amount from Village, Employee agrees to immediately pay the entire remaining Reimbursement Amount that is due and/or has not been forgiven. Termination of the employment relationship by either party for any reason will also nullify any obligation on the part of the Village to pay any portion of the Reimbursement Amount which has not yet been paid to Employee.

(2) As conditions precedent to the Village’s obligation to pay the Reimbursement Amount to Employee, Employee was required to: (a) schedule courses and coursework outside of Employee’s normal work hours; (b) complete all work duties and responsibilities for the Village, in a timely manner, to the satisfaction of the Village’s management while enrolled in the course(s); (c) successfully complete any course(s); (d) obtain a grade of “C” or better, where the course is graded, or a grade of “pass” for a pass/fail course; (e) submit an official transcript of the final grade as proof of completion of each course and grade received for each course to the Village no later than ninety (90) days after completion of the course; and (f) submit copies of all receipts or other documentation requested by the Village showing the amount paid for each course and related reimbursable expenses no later than ninety (90) days after the completion of the course.

(3) The Village will not forgive any portion of the Reimbursement Amount if Employee, prior to completing the approved course(s) and/or submitting all of the required information and documentation provided in Paragraph 2 above, voluntarily leaves the Village or is terminated for any reason. If, and only if, Employee satisfies all of the conditions set forth in Paragraphs 1 and 2 above, and he/she remains actively employed by the Village in good standing three (3) years after the reimbursement, will the entire Reimbursement Amount be forgiven.

(4) In the event that Employee’s employment ends for any reason prior to three (3) years and any portion of the Reimbursement Amount is not forgiven, Employee hereby agrees, voluntarily authorizes and gives the Village consent to make deductions from Employee’s final compensation/paycheck to satisfy any remaining Reimbursement Amount then owed to the Village, even if the amount exceeds 15% of the total final compensation/paycheck. If the final

compensation/paycheck does not cover the entire unpaid balance of the Reimbursement Amount, Employee shall immediately pay the Village the entire remaining balance (if any).

(5) Employee acknowledges that his/her decision to enroll in the educational courses is completely voluntary and elective. Employee represents that he/she has freely and voluntarily entered into this Agreement at the time that the Village paid the Reimbursement Amount. Employee understands that this is a binding legal document that creates future obligations. Nothing contained in this Agreement constitutes a promise or guarantee of employment for a specific term. Employee understands and recognizes that there may be tax consequences for the Reimbursement Amount paid to Employee and that Employee is solely and individually responsible for any and all tax liability incurred.

This Agreement shall be construed and enforced pursuant to Illinois law.

EMPLOYEE NAME

VILLAGE OF MOUNT PROSPECT

By:_____

Its:_____

Date:_____

Date:_____