

**AN ORDINANCE AUTHORIZING THE ADOPTION OF AN EMPLOYEE TRAINING AND  
EDUCATION REIMBURSEMENT POLICY AND THE ADDITION OF THE POLICY  
AS DEFINED TO THE VILLAGE EMPLOYEE HANDBOOK**

WHEREAS, Brewster Village Council desires to adopt an Employee Training and Education Reimbursement Policy and to modify the Village Employee Handbook to include an Employee Training and Education Reimbursement Policy.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BREWSTER, THAT:**

**SECTION 1:** The Village shall adopt an Employee Training and Education Reimbursement Policy as defined below and shall add Section 5.16 - Employee Training and Education Reimbursement Policy to the Village Employee Handbook as follows:

**5.16 Training and Education Reimbursement**

**Purpose and Background**

For some entry level positions, newly hired employees must complete training and/or education for the employee meeting the qualifications to perform the employee's job duties. Examples are entry level police officers attending OPOTA to become certified peace officers and firefighter and/or paramedics being trained and certified as firefighters and/or paramedics.

For other training and/or education, employees attend training and/or education so that they can obtain certification, such as fire inspection, fire training instructor, or Ohio Environmental Protection Agency certification.

The Village incurs significant expenses for this training and/or education, in some cases so that an employee meets the qualifications to perform their job duties.

Because it would be unfair and inequitable for the Village to incur expenses for training, and have the employee then leave the employ of the Village of Brewster and use said training elsewhere, the Village is adopting the following policy.

**A. Training and Education Reimbursement Agreement**

When the Village of Brewster incurs expenses for the training and/or education of an employee for the employee meeting the qualifications to perform the employee's job duties, the employee may be required to enter into a reimbursement agreement for "training and/or educational costs."

In addition, an employee may also be required to enter into a reimbursement agreement for "training and/or educational costs" if deemed appropriate by their appointing authority.

**B. Alternative to Training and Education Reimbursement Agreement**

In the alternative to entering a Training and Education Reimbursement Agreement, the Village may choose to pay for an employee's education and/or training over a three (3) year period in equal installments.

**C. Reimbursement of "Training and/or Educational Costs"**

An employee is required to reimburse the Village of Brewster for "training and/or educational costs" if:

1. If the employee withdraws or terminates training on their own volition prior to the conclusion of training, the employee must reimburse the full amount of "training and/or educational costs".
2. If the employee does not remain employed by the Village of Brewster for three (3) years after the completion of the training and/or education because the employee voluntarily separates (i.e. resign or retire) or is discharged for cause from employment, the employee shall reimburse the Village of Brewster for "training and/or educational costs" on a pro rata basis. The pro rata reimbursement shall be calculated at the rate of 1/1095 of the Village's cost of training for each day of the unmet employee obligation. Any unpaid leave of absence of three (3) months or more shall not be counted towards completing the periods of Village employment required under this agreement.

**D. Advance Notice of Separation**

If an employee voluntarily separates from the Village before completing the period of service agreed, they are required to give the Village written notice of at least ten working days during which time a determination concerning reimbursement will be made. If they fail to give this advance notice, they will be required to pay the full amount of their "training and/or educational costs".

**E. "Training and/or Educational Costs" Defined**

"Training and/or educational costs" means all fees, such as the tuition and related fees, travel costs, and other special expenses (**EXCLUDING SALARY**) paid in connection with the employee's training, including those costs paid to or on the behalf of the Employee for said training.

**F. Method for Obtaining Reimbursement**

The normal method for obtaining reimbursement shall be withholding the amount from an employee's final paycheck(s). The *Training and Education Reimbursement Agreement* shall authorize the Village to deduct monies due the Village from the employee's final pay.

Should a final check(s) be insufficient to cover the amount of the reimbursement, the employee shall pay the balance of the reimbursement within thirty (30) days of their last day worked for the Village.

If any amount of "training and/or educational costs" remain unpaid after thirty (30) days of their last day worked for the Village, the Village may utilize any and all lawful collection methods for repayment "training and/or educational costs", including but not limited to:

- attachment of wages; or
- such other methods as are approved by law.
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**G. Statutory Reimbursement**

Should an employee separate from employment and become reemployed, and should some provision of Federal, State or local law require their employer to reimburse the Village for their "training costs," the employee shall be obligated to complete all necessary documentation to process such reimbursement. If it can be established that there is a statutory provision requiring a new employer to reimburse the Village, withholding from a final paycheck may be waived

**SECTION 2:** The above policy replaces any previous version of this policy and supersedes any current policy which may be in conflict with this policy.

**SECTION 3:** This ordinance shall be in full force and effect at the earliest date provided by law.

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Mayor Michael E. Schwab

ATTEST:

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Village Clerk Treasurer K. Kris King

CERTIFICATE

I, K. Kris King, hereby certify that the above is a true copy of an ordinance passed at a regular meeting of the Brewster Village Council held on \_\_\_\_\_

\_\_\_\_\_  
Clerk K. Kris King

I, K. Kris King, Clerk of the Council of the Village of Brewster, State of Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by Council as follows: Office of Brewster Utilities, Belloni's IGA, Brewster Federal Credit Union, Post Office and Brewster Laundromat.

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Clerk K. Kris King

Brewster, Ohio