

TUITION REIMBURSEMENT AGREEMENT

I have reviewed and understand the City of West Des Moines' Tuition Reimbursement Policy. I understand that tuition reimbursement provided by the City of West Des Moines (hereinafter "CITY") will be reduced by the amount of any other government or private grants, scholarships or fellowships that I am awarded and agree to notify the CITY of any of the aforementioned tuition assistance.

I understand that if I do not complete a course; if I receive a final grade lower than a C, or its numeric equivalent, in a course; or if my status as an employee of the CITY terminates before a course is completed or reimbursement is received, except where termination is due to disability, death, retirement or layoff, I will not be eligible for tuition reimbursement, even if approval was previously provided.

I understand that if my status as an employee with the CITY terminates, except when the departure is due to disability, death, retirement or layoff, within twelve months of receiving tuition reimbursement, I agree to repay the CITY the entire amount of tuition reimbursement received from the CITY in the twelve months preceding my departure.

I authorize the CITY to deduct any tuition reimbursements due back to the CITY through payroll deductions. To the extent any amounts I am obligated to repay the CITY are not accomplished through payroll deductions, I agree to pay the balance within fifteen (15) days of termination of employment. I agree that if I do not make full repayment under this Agreement and the CITY resorts to litigation, I will be liable to the CITY for all of CITY'S litigation costs and expenses, including attorney fees, unless the CITY does not prevail in litigation.

This Agreement is not an employment contract. Nothing in this Agreement is intended to alter my status as an at-will employee.

Signature

Printed Name

Date