

**HUMAN RESOURCES POLICY**  
**Fauquier County, Virginia**

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**Policy Title: Tuition Reimbursement/Education Assistance**  
**Section No.: 16-A**

**Effective Date: 09/12/19**  
**Supersedes Policy: 05/09/13**

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**I. PURPOSE**

It is the objective of the Board of Supervisors to provide a Tuition Reimbursement/Education Assistance Program for employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties.

**II. SCOPE**

Full-time permanent and part-time permanent employees who have completed their probationary periods are eligible to apply for tuition assistance.

**III. DEFINITIONS**

Tuition Reimbursement/Education Assistance Program

The Tuition Reimbursement/Education Assistance Program is defined as training program that is funded out of a dedicated County reserve and administered by the Human Resources Department. The Program is designed to reimburse employees for job related courses taken leading to a formal professional accreditation or degree from a college or university.

George Mason University Master of Public Administration Cohort Program

A tuition education assistance program where the Employee has been accepted into and enrolled in the George Mason University Master of Public Administration cohort program and is designed to (i) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (ii) provide for optimal potential for advancement within the County or Fauquier County Public School system; and (iii) attract and retain the best individuals as new employees. This Program is designed to reimburse for certain educational expenses with the understanding that the Employee will remain employed by the County or the Fauquier County Public Schools for at least a reasonable period of time subsequent to earning their MPA degree.

Continuing Education for Changing Workplace Technologies and Practices Program

A tuition education assistance program where the Employee is taking a training program or classes that are necessary for the County to stay abreast of changing workplace

technologies and practices at the request of their Department Head, Constitutional Officer or County Administrator.

IV. **TUITION REIMBURSEMENT/EDUCATION ASSISTANCE PROCEDURES**

A. Requests For Tuition Reimbursement/Education Assistance

1. An employee must make the request for tuition assistance through his/her immediate supervisor by submitting an education plan. The education plan shall list and describe the courses that will be taken to achieve professional accreditation or a degree related to the employee's specific job duties.
2. The education plan must enhance the skills of the employee in his or her immediate position, or for a position that the employee might reasonably be expected to fill in the future through such management directed actions as promotion, reassignment, reclassification, transfer or creation of a new position. When employees have a choice of electives that may be taken to complete an educational plan, reimbursement will only be made for job related electives. It is recognized that some courses of study will require the taking of electives that are not directly attributable to an employee's occupation but are necessary to complete the education plan.
3. Requests for reimbursement must be submitted to the employee's supervisor in advance of the closing of registration for the individual course. The request must include the total cost of the course and all information concerning the course, such as the name of the facility offering the course, course title, number of credit hours pursued, etc.
4. The Human Resources Director shall review the request for tuition assistance and, upon approval from the County Administrator, execute a Tuition Reimbursement Agreement (Appendix A). The agreement shall be made between the employee and the County whereby the employee will agree to reimburse the County the total cost of the tuition assistance should the employee terminate County service prior to twelve (12) months following completion of a course; prior to twenty-four (24) months following the completion of a bachelors degree; or prior to sixty (60) months following the completion of a masters degree.

B. Default Educational Provider

Fauquier County has designated Lord Fairfax Community College as its default provider for continuing education courses. If a course needed by an employee to complete a program of study is offered at Lord Fairfax Community College, tuition reimbursement will only be made if the course is taken at Lord Fairfax Community College. When required courses are not offered at Lord Fairfax

Community College, employees may take the courses at other institutions. Exceptions to this stipulation may only be approved by the County Administrator.

C. Funding And Other Costs

1. All reimbursements are subject to the availability of funds. In the event that funding appropriated for tuition assistance is not adequate to accommodate all requests, funding consideration shall be granted first to those employees who have previously been approved to participate in the program and are currently working to complete their program or course of study. Thereafter, reimbursement shall be granted on a first come, first served basis, with those not receiving funding being placed on a waiting list.
2. The employee may take several courses in succession in order to complete a program or curriculum. The maximum number of semester hours reimbursable is 18 hours per calendar year, based on the cost per semester hour at George Mason University. For specialized programs or courses of study that have no equivalent program or course of study offered at George Mason University, the maximum number of semester hours reimbursable based on a cost per semester hour may be evaluated by the Human Resources Director and increased through approval of the County Administrator.
3. The employee must bear the initial cost of registration, books, tuition and other fees necessary for enrollment. After successful completion of the course by attainment of a grade of "C" or higher, or a "passing" grade for courses taken on a pass/fail basis, the employee, upon presentation of an official bill or receipt of payment, may be fully reimbursed at 100 percent of the total allowable costs for the period of instruction.
4. Allowable expenses include registration fees, tuition, lab fees and other charges for general school services. Allowable expenses do not include books, equipment, parking, mileage and/or meals reimbursement.

D. Course Attendance During Scheduled And Non-scheduled Work Hours

1. Efforts should be made to attend courses during non-scheduled work hours. If, however, this is not possible, courses may be attended during scheduled work hours, subject to supervisory approval.
2. In the event that approval is granted for class attendance during an employee's scheduled work hours, the employee will be required to make up the missed time or to use annual or compensatory leave to cover time away from the office.

E. Training As A Condition Of Employment

The Tuition Reimbursement/Education Assistance Program is a benefit for which employees may apply and not a condition of employment. Training and education mandated as a condition of employment shall be addressed under the County Training and Performance Evaluation policies.

F. Records Maintenance

A copy of all education and training courses completed by employees requiring official County approval for expenditure of County funds shall be placed in the employee's official personnel record

G. Program Responsibility

The administration of the County's Tuition Reimbursement/Education Assistance Program shall be the responsibility of the Human Resources Department.

**V. GEORGE MASON UNIVERSITY MASTER OF PUBLIC ADMINISTRATION COHORT PROGRAM PROCEDURES**

A. Requests For Participation in GMU MPA Cohort Program

1. An employee must make the request for consideration for this degree program by submitting a written request through their immediate supervisor with a description of how the Program will benefit the County and the individual's career goals within Fauquier County Government or Public Schools specifically.
2. If approved by the Director of Human Resources and the Department Head or Constitutional Officer of the office of Employee, the Employee must then apply to and be accepted by the George Mason University Master of Public Administration Cohort Program.
3. Once accepted and enrolled into the MPA Cohort Program, the Employee is required to execute an Education Assistance Reimbursement Agreement (Appendix B) with the County.
4. For participants in this Program, the County will pay the full cost of tuition and fees directly to GMU for all enrolled semesters, subject to reimbursement pursuant to the terms of the Education Assistance Reimbursement Agreement. Additionally, the Employee will be reimbursed for up to \$250.00 per semester for required textbooks. Receipts for reimbursable textbook purchases or rentals shall be submitted to the Director of Human Resources for potential reimbursement. Reimbursable expenses shall not include any expenses related to the purchase of parking permits or other materials and equipment.
5. Employee is obligated to remain in the employee of Fauquier County or Fauquier County Public Schools for at least twenty four (24) months from the completion of courses funded pursuant to this Program. Employees that resign, voluntarily terminate or are separated from employment due to unsatisfactory service shall be indebted to and obligated to repay the County in full the amount paid to GMU for participation in this Program subject to the terms and conditions of the Education Assistance Reimbursement Agreement.
6. An Employee that retires due to disability or dies before the completion of the twenty four month (24) employment period shall not be obligated to repay the County.

**VI. CONTINUING EDUCATION FOR CHANGING WORKPLACE TECHNOLOGIES AND PRACTICES PROGRAM PROCEDURES**

**A. Requests For Participation in Continuing Education for Changing Workplace Technologies and Practices Program**

1. An employee, Department Head, Constitutional Officer, or County Administrator may request in writing that an Employee be eligible to take classes or courses for the purposes of continuing the Employees education for changing workplace technologies and practices to help both the Employee and County Government stay relevant and up-to-date with changing workplace technologies and practices.
2. If approved by the Director of Human Resources and the Department Head or Constitutional Officer of the office of Employee, the Employee must then apply to and be accepted into the classes or program in which the education or classes are sought.
3. Once accepted and enrolled into the Program, the Employee is required to execute a Continuing Education Assistance Reimbursement Agreement (Appendix C) with the County.
4. For participants in this Program, the County will pay the full cost of tuition and fees directly to the educational institution for all enrolled semesters, subject to reimbursement pursuant to the terms of the Continuing Education Assistance Reimbursement Agreement.
5. For participants in this Program, the County will pay the full cost of tuition and fees directly to the educational institution for all enrolled semesters, subject to reimbursement pursuant to the terms of the Continuing Education Assistance Reimbursement Agreement. Additionally, the Employee will be reimbursed for up to \$250.00 per semester for required textbooks. Receipts for reimbursable textbook purchases or rentals shall be submitted to the Director of Human Resources for potential reimbursement. Reimbursable expenses shall not include any expenses related to the purchase of parking permits or other materials and equipment.
6. Employee is obligated to remain in the employee of Fauquier County or Fauquier County Public Schools for at least twenty four (24) months from the completion of courses funded pursuant to this Program. Employees that resign, voluntarily terminate or are separated from employment due to unsatisfactory service shall be indebted to and obligated to repay the County in full the amount paid to the educational institution for

participation in this Program subject to the terms and conditions of the Continuing Education Assistance Reimbursement Agreement.

7. An Employee that retires due to disability or dies before the completion of the twenty four month (24) employment period shall not be obligated to repay the County.

Appendix A

**Fauquier County Government  
Tuition Reimbursement/Education Assistance Reimbursement  
Agreement**

I, \_\_\_\_\_, do hereby acknowledge and agree that should I terminate my employment with the County, or be terminated for cause, prior to twelve (12) months following completion of a course; prior to twenty-four (24) months following the completion of a bachelors degree; or prior to sixty (60) months following the completion of a masters degree my final County compensation will be less a proportionate share of educational reimbursements I have received from the County for my attendance at \_\_\_\_\_ (School or Institution). If my final compensation from the County is not sufficient to cover these costs, I agree that I will be responsible for full reimbursement of these costs to the County.

I hereby acknowledge that if I receive a grade of less than "C" or "Passing" the County will not reimburse any expense.

I also hereby acknowledge that \_\_\_\_\_ (Name of Official), has discussed this policy, the expenses for which I may be reimbursed, and the meaning of this agreement with me, prior to me receiving reimbursement and that I understand the terms of the policy and this agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

**Appendix B**

**Fauquier County Government  
Education Assistance Reimbursement Agreement  
George Mason University Master of Public Administration Cohort**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_ (referred to in this Agreement as “the Employee”), and the **COUNTY OF FAUQUIER, VIRGINIA** (referred to in this Agreement as “the County”), provides as follows:

WHEREAS, the County has a tuition reimbursement and education assistance program to (i) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (ii) provide for optimal potential for advancement within the County or Fauquier County Public School system; and (iii) attract and retain the best individuals as new employees; and

WHEREAS, the Employee has applied for and/or been accepted into the George Mason University Master of Public Administration cohort program and will incur educational expenses related to that course of study; and

WHEREAS, the County has a policy to reimburse for certain educational expenses with the understanding that the Employee remains employed by the County or the Fauquier County Public Schools; and

WHEREAS, the County and the Employee recognize that it is unfair and inequitable for the County to pay the educational expenses of the Employee if the Employee does not remain with the County or the Fauquier County Public Schools of for a significant length of time; and

NOW, THEREFORE, the parties agree as follows:

1. **The County’s obligation.** The County will pay directly to George Mason University the full cost of tuition for the all semesters of the George Mason University Master of Public Administration cohort program/fellowship that begins in \_\_\_\_\_. The Employee will also be reimbursed for up to \$250.00 per semester for required textbooks. All reimbursements under this Agreement shall only occur upon proof of Employee’s successful completion of the required courses and presentation of grade transcripts pursuant to Section 2(a) below. Such reimbursement shall not include any expenses related to purchase of parking, other materials or equipment. All reimbursements pursuant to this Agreement shall not be limited to

any specified fiscal year maximum in the tuition reimbursement and education assistance policy.

2. **The Employee's obligation.**

(a) Upon successful completion of each semester of George Mason University Master of Public Administration cohort courses, the Employee shall provide a copy of their grade transcript to confirm successful completion of courses. The Employee understands and acknowledges that the County shall have no obligation to reimburse textbook costs attributable to those classes in which the Employee does not receive a grade of "B" or better.

(b) Upon successful completion of a graduate course paid for by the County and/or receipt of reimbursement from the County, the Employee shall not resign or voluntarily terminate his/her employment with either the County or the Fauquier County Public Schools for at least twenty four (24) months from the completion of the course(s). If the Employee resigns for any reason whatsoever, or if he/she has had an unsatisfactory service separation or been dismissed within twenty four (24) months of completion of the course(s), then the Employee shall be indebted to and shall be obligated to pay the County in full the amount reimbursed to the employee or paid to GMU as stated in Section 1 above. Additionally, if the Employee withdraws from or discontinues the Master of Public Administration cohort program for any reason not excused under Section 3 below prior to successful completion of the program, then the Employee shall be indebted to and shall be obligated to pay the County in full the amount reimbursed to the employee or otherwise paid to GMU under this Agreement as stated in Section 1 above.

3. **Excuse from payment.** If the Employee retires due to disability or dies before completion of the time period specified in Sections 2 above, he/she shall have no obligation to repay the County.

4. **Payment.** The County shall withhold the amount in excess of the Federal minimum wage from the Employee's final paycheck to offset the debt to the County. The County shall also withhold any amounts owed under this Agreement from any other payment due to the Employee including, but not limited to, expense reimbursement checks and leave payout checks. Any remaining amount is due to the County within fourteen (14) days of the final paycheck. Amounts not paid within fourteen (14) days shall be deemed delinquent. Interest shall accrue on delinquent amounts at a 10% annual interest rate, compounded monthly.

5. **Costs of collection.** In the event the Employee is delinquent in repayment to the County for more than twelve (12) months, the County shall be entitled to collect the entire

amount immediately and may take legal action to do so. In the event this matter is referred to an attorney, including the County Attorney, for collection, the County shall be entitled to recover all costs of collection and attorney's fees incurred by the County in collecting the unpaid balance.

6. **Employment at will.** The parties expressly recognize that this Agreement is not a contract of employment, that the Employee serves at all times at the will and pleasure of Fauquier County, and that the Employee may be terminated at any time, for any reason provided in the Fauquier County Employee Handbook. This Agreement shall not in any way diminish or affect any authority given to the County by the common law, the laws of the Commonwealth of Virginia, or other federal or local law.

7. **Advice of counsel.** The Employee acknowledges that this is a binding legal document and that he/she was advised of his/her right to have it reviewed by independent counsel before signing it. In recognition of this right, he/she initials the appropriate section below:

\_\_\_\_\_ **I have read this Agreement. I understand it and agree to its terms. I have been advised of my right to have my attorney review it, and I choose not to have it reviewed by my attorney.**

\_\_\_\_\_ **I have read this Agreement. I understand it and agree to its terms. I have reviewed the Agreement with my attorney.**

8. **Entire Agreement; governing law; and choice of forum.** This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived. If any portion is held unenforceable for any reason, the remainder of the Agreement is deemed severable. This Agreement is governed by the laws of the Commonwealth of Virginia. The Employee and the County agree that jurisdiction and venue for all suits related to or arising out of this Agreement against the County shall be proper only in the General District or Circuit Courts of Fauquier County.

**NOTE: There may be Federal income tax liability on tuition payments and/or reimbursement received pursuant to this agreement. The Employee is strongly encouraged to review Federal tax law or consult a tax professional for advice. As income tax liability is likely to result from payments pursuant to this agreement, the Employee is strongly encouraged to work with the Payroll Division to make adjustments to withholding. The**

**Payroll Division will withhold the appropriate amount of taxes from any reimbursement checks.**

WITNESS the following signatures:

\_\_\_\_\_  
Employee

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

Signed and acknowledged before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public          Notary Number:\_\_\_\_\_

My commission expires:

\_\_\_\_\_

COUNTY OF FAUQUIER, VIRGINIA

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

Signed and acknowledged before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public          Notary Number:\_\_\_\_\_

My commission expires:

\_\_\_\_\_

**Appendix C**

**Fauquier County Government  
Continuing Education Assistance Reimbursement Agreement**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (referred to in this Agreement as “the Employee”), and the **COUNTY OF FAUQUIER, VIRGINIA** (referred to in this Agreement as “the County”), provides as follows:

WHEREAS, the County has a tuition reimbursement and education assistance program to (i) to incentivize employees to take classes or courses for the purposes of continuing the Employees education for changing workplace technologies and practices to help both the Employee and County Government stay relevant and up-to-date with changing workplace technologies and practices; (ii) encourage employees to take courses leading to a formal professional accreditation or degree relating to their specific job duties; (iii) provide for optimal potential for advancement within the County or Fauquier County Public School system; and (iv) attract and retain the best individuals as new employees; and

WHEREAS, the Employee has applied for and/or been accepted into

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and will incur educational expenses related to that course of study; and

WHEREAS, the County has a policy to reimburse for certain educational expenses with the understanding that the Employee remains employed by the County or the Fauquier County Public Schools; and

WHEREAS, the County and the Employee recognize that it is unfair and inequitable for the County to pay the educational expenses of the Employee if the Employee does not remain with the County or the Fauquier County Public Schools of for a significant length of time; and

NOW, THEREFORE, the parties agree as follows:

1. **The County’s obligation.** The County will pay directly to \_\_\_\_\_ (“educational institution”) the full cost of tuition for the all semesters of the \_\_\_\_\_ program/coursework that begins in \_\_\_\_\_. The Employee will also be reimbursed for up to \$250.00 per semester for required textbooks. All reimbursements under this

Agreement shall only occur upon proof of Employee's successful completion of the required courses and presentation of grade transcripts pursuant to Section 2(a) below. Such reimbursement shall not include any expenses related to purchase of parking, other materials or equipment. All reimbursements pursuant to this Agreement shall not be limited to any specified fiscal year maximum in the tuition reimbursement and education assistance policy.

2. **The Employee's obligation.**

(a) Upon successful completion of each semester of courses, the Employee shall provide a copy of their grade transcript to confirm successful completion of courses. The Employee understands and acknowledges that the County shall have no obligation to reimburse textbook costs attributable to those classes in which the Employee does not receive a grade of "B" or better.

(b) Upon successful completion of the course paid for by the County and/or receipt of reimbursement from the County, the Employee shall not resign or voluntarily terminate his/her employment with either the County or the Fauquier County Public Schools for at least twenty four (24) months from the completion of the course(s). If the Employee resigns for any reason whatsoever, or if he/she has had an unsatisfactory service separation or been dismissed within twenty four (24) months of completion of the course(s), then the Employee shall be indebted to and shall be obligated to pay the County in full the amount reimbursed to the employee or paid to the educational institution as stated in Section 1 above. Additionally, if the Employee withdraws from or discontinues the educational program for any reason not excused under Section 3 below prior to successful completion of the program, then the Employee shall be indebted to and shall be obligated to pay the County in full the amount reimbursed to the employee or otherwise paid to the educational institution under this Agreement as stated in Section 1 above.

3. **Excuse from payment.** If the Employee retires due to disability or dies before completion of the time period specified in Sections 2 above, he/she shall have no obligation to repay the County.

4. **Payment.** The County shall withhold the amount in excess of the Federal minimum wage from the Employee's final paycheck to offset the debt to the County. The County shall also withhold any amounts owed under this Agreement from any other payment due to the Employee including, but not limited to, expense reimbursement checks and leave payout checks. Any remaining amount is due to the County within fourteen (14) days of the final

paycheck. Amounts not paid within fourteen (14) days shall be deemed delinquent. Interest shall accrue on delinquent amounts at a 10% annual interest rate, compounded monthly.

5. **Costs of collection.** In the event the Employee is delinquent in repayment to the County for more than twelve (12) months, the County shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event this matter is referred to an attorney, including the County Attorney, for collection, the County shall be entitled to recover all costs of collection and attorney's fees incurred by the County in collecting the unpaid balance.

6. **Employment at will.** The parties expressly recognize that this Agreement is not a contract of employment, that the Employee serves at all times at the will and pleasure of Fauquier County, and that the Employee may be terminated at any time, for any reason provided in the Fauquier County Employee Handbook. This Agreement shall not in any way diminish or affect any authority given to the County by the common law, the laws of the Commonwealth of Virginia, or other federal or local law.

7. **Advice of counsel.** The Employee acknowledges that this is a binding legal document and that he/she was advised of his/her right to have it reviewed by independent counsel before signing it. In recognition of this right, he/she initials the appropriate section below:

\_\_\_\_\_ **I have read this Agreement. I understand it and agree to its terms. I have been advised of my right to have my attorney review it, and I choose not to have it reviewed by my attorney.**

\_\_\_\_\_ **I have read this Agreement. I understand it and agree to its terms. I have reviewed the Agreement with my attorney.**

8. **Entire Agreement; governing law; and choice of forum.** This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived. If any portion is held unenforceable for any reason, the remainder of the Agreement is deemed severable. This Agreement is governed by the laws of the Commonwealth of Virginia. The Employee and the County agree that jurisdiction and venue for all suits related to or arising out of this Agreement against the County shall be proper only in the General District or Circuit Courts of Fauquier County.

**NOTE: There may be Federal income tax liability on tuition payments and/or reimbursement received pursuant to this agreement. The Employee is strongly encouraged to review Federal tax law or consult a tax professional for advice. As income tax liability is likely to result from payments pursuant to this agreement, the Employee is strongly encouraged to work with the Payroll Division to make adjustments to withholding. The Payroll Division will withhold the appropriate amount of taxes from any reimbursement checks.**

WITNESS the following signatures:

\_\_\_\_\_  
Employee

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

Signed and acknowledged before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public          Notary Number:\_\_\_\_\_

My commission expires:

\_\_\_\_\_

COUNTY OF FAUQUIER, VIRGINIA

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

Signed and acknowledged before me by \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public          Notary Number:\_\_\_\_\_

My commission expires:

\_\_\_\_\_