

TRAINING REIMBURSEMENT AGREEMENT

This training reimbursement agreement (hereinafter "Agreement") is entered into by and between _____ (hereinafter "Agency") and _____ (hereinafter "Trainee"). This Agreement covers trainings, conferences and certifications (hereinafter "training").

WHEREAS, the Agency has offered to provide certain outside training to Trainee which Agency believes will enable Trainee to provide valuable services on behalf of Agency to its customers;

WHEREAS, Agency is providing such training to Trainee in anticipation of Trainee continuing to work for Agency for at least one year following the date of the training, so that Agency recovers some of the benefit of the investment in the training;

WHEREAS, Agency and Trainee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

WHEREAS, the undersigned Trainee understands that Agency would not provide such training unless Trainee intended to continue to work for Agency and were to agree to reimburse Agency in the event that Trainee voluntarily terminated his or her employment prior to one year from the conclusion of the training;

NOW, THEREFORE, in consideration of the premises and the promise stated below, the undersigned Trainee agrees that;

Agency intends to provide the following training to Trainee on the date(s) indicated:

Training: _____ Date: _____

If Trainee voluntarily terminates his/her employment with Agency within one year following the date of the completion of the training, Trainee agrees to reimburse Agency the cost of the training incurred by Agency as determined by the schedule shown below.

NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION DATE OF TRAINING:	REIMBURSEMENT
MONTHS 1-12	100%

The training cost incurred by Agency on behalf of Trainee will be determined after the date of the completion of the training, and the accumulation of all receipts, invoices or other supporting documents. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by Agency. The total cost will be computed as shown on Exhibit 1, and along with copies of all receipts, invoices and other supporting documentation will be attached here to, and become an integral part of this agreement. A full month of service is earned by Trainee if the total number of days worked during the month, excluding vacation, sick days, or any unpaid time, is equal to or exceeds 15 days.

1. This agreement shall be cancelled in one year following the date of completion of the training or if Agency terminates employment.
2. Trainee expressly authorizes Agency to deduct the reimbursement amount owned under the terms of the

TRAINING REIMBURSEMENT AGREEMENT

Agreement from any compensation owed by Agency to Trainee at the time of or following the voluntary termination of employment. Trainee shall promptly pay to Agency the full balance of any amount owed that is not deducted from compensation.

5. Trainee may request that a subsequent employer of Trainee pay the amount owed to Agency by Trainee, but Trainee shall remain personally liable until the entire amount owed is paid in full.
6. Trainee agrees to sign such further documents, if any, requested by Agency to confirm the precise sum of the amount owed by Trainee to Agency following notice by Trainee to Agency of voluntary termination of employment.
7. Trainee understands and agrees that any books, computer disks, CD's, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the training remains the property of Agency and must be surrendered upon termination of employment.
8. This Agreement shall be construed under the laws of the State in which the office where Trainee is principally employed is located.
9. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

Agency Name

By

Name

Title

Date

Trainee Name

Signature

Social Security (last four)

Date

TRAINING REIMBURSEMENT AGREEMENT

EXHIBIT 1 TRAINING COST

Attach copies of all receipts, invoices or other supporting documents, if applicable.

REGISTRATION FEES _____

TRANSPORTAION COST _____

FOOD COST _____

LODGING COST _____

OTHER TRAINING COST _____

TOTAL TRAINING COST _____

TRAINEE SIGNATURE

DATE