### Training Reimbursement Agreement

This Training Reimbursement agreement (the “Agreement”) is entered into by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee”).

 **WHEREAS**, the Company has offered to provide certain outside training to the Employee, which the Company believes will enable the Employee to provide valuable services on behalf of the Company to it’s customers;

 **WHEREAS**, the Company is providing such training to the Employee in anticipation of the Employee continuing to work for the Company for at least (2) years so that the Company recovers some of the benefit of the investment in the training;

 **WHEREAS**, the Company and Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

 **WHEREAS**, the undersigned Employee understands that the Company would not provide such training unless the Employee intended to continue to work for the Company and were to agree to reimburse the Company in the event that the Employee voluntarily terminates his or her employment prior to two (2) years from the conclusion of the training;

**NOW, THEREFORE**, in consideration of the premises and the promise stated below, the undersigned Employee agrees that:

1. The Company intends to provide the following training to the Employee on the date(s) indicated:

Training: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. If the Employee voluntarily terminates his/her employment with the Company within two (2) years following the date of the completion of the training, the employee agrees to reimburse the Company the cost of the training incurred by the Company as determined by the schedule shown below.

 **NUMBER OF FULL MONTHS OF**

 **SERVICE FROM THE COMPLETION**

 **DATE OF THE TRAINING REIMBURSEMENT PERCENT**

 MONTHS 1-6 100%

 MONTHS 6-12 75%

 MONTHS 12-18 50%

 MONTHS 18-24 25%

 The Training cost incurred by the Company on behalf of the Employee 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, salary and/or wages for any time spent by the employee traveling to and from the training and attending the training, and any other costs or expenses directly related to the training incurred by the Company.

 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 the Employee 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.

3. This Agreement shall be cancelled two (2) years following the date of completion of the training or if the Employee terminates employment.

4. The Employee expressly authorizes the Company to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by the Company to the Employee at the time of or following the termination of employment. Employee shall promptly pay to the Company the full balance of any amount owed that is not deducted from compensation.

5. Employee may request that a subsequent employer of Employee pay the amount owed to the Company by the Employee, but the Employee shall remain personally liable until the entire amount owed is paid in full.

6. The Employee agrees to sign such further documents, if any, requested by the Company to confirm the precise sum of the amount owed by the Employee to the Company following notice by the Employee to the Company of termination of employment.

7. The Employee understands and agrees that any books, computer disks, CDs, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the training remains the property of the Company 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 the Employee 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, to confirm to the requirements for validity, but if such adjustment is 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.

 COMPANY NAME EMPLOYEE NAME

BY: SIGNATURE:

NAME: SSN:

TITLE: DATE:

DATE: EMPLOYEE LOCATION:

WITNESS NAME:

SIGNATURE:

DATE:

# **EXHIBIT 1**

## **TRAINING COST**

\* REGISTRATION FEES $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* TRANSPORATION COST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* FOOD COST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* LODGING COST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* GROSS SALARY AND/OR WAGES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (PPE BEG DATE \_\_\_\_\_\_\_\_\_ TO \_\_\_\_\_\_\_\_

 PPE ENDING DATE)

\* OTHER COSTS:

 **DESCRIPTION AMOUNT**

|  |  |  |
| --- | --- | --- |
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|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

TOTAL TRAINING COSTS $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMPLOYEE SIGNATURE DATE

\* Attached copies of all receipts, invoices or other supporting documents, if applicable.