

TRAINING REIMBURSEMENT AGREEMENT

This Training Reimbursement Agreement (“Agreement”) is entered into by and between _____(Employer) and _____(Employee).

WHEREAS,

- a. Employer has paid certain expenses and provided certain specialized training to “Employee”, which Employer believes will enable “Employee” to provide valuable services on behalf of Employer to its customers;
- b. Employer is providing such training to “Employee” in anticipation of “Employee” continuing to work for Employer for at least two years so that Employer receive full benefit from its expenses and investment in the specialized training;
- c. the undersigned “Employee” understands that Employer would not incur such expenses or provide such specialized training unless “Employee” intended to continue to work for Employer and were to agree to reimburse Employer in the event that “Employee” voluntarily terminated 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. Employer intends to provide the following specialized training to “Employee” on the date(s) indicated: Training: _____
Date: _____
2. If “Employee” voluntarily or involuntarily terminates his/her employment with Employer within two years following the date of the completion of the specialized training, “Employee” agrees to reimburse Employer the expenses and cost of the training incurred by Employer as shown on the Exhibit 1 as follows:

Number of months of Service from the Completion Date of training:	Reimbursement to Employer:
Months 0-12	100%
Months 12-24	50%

A full month of service is earned by “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. The training cost incurred by Employer for specialized training on behalf of “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 “Employee” traveling to and from the training and attending the training, and any other costs or expenses directly related to the training incurred by Employer. 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.
4. This agreement shall terminate two years following the completion of specialized training.
5. “Employee” expressly authorizes Employer to deduct the reimbursement amount owned under the terms of the Agreement from any compensation owed by Employer to “Employee” at the time of or following the termination of employment. “Employee” shall promptly pay to Employer the full balance of any amount owed that is not deducted from compensation.

6. "Employee" agrees to sign such further documents, if any, requested by Employer to confirm the precise sum of the amount owed by "Employee" to Employer following notice by "Employee" to Employer of termination of employment.
7. "Employee" 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 Employer 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 "Employee" is principally employed is located.
9. **Employer** and "Employee" acknowledge that this Agreement does not constitute any type of employment agreement or a guarantee of continued employment;
10. 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.

EMPLOYER

EMPLOYEE

Company Name

Employee Name (Print)

By

Signature

Name (Print)

Date

Title

Date

EXHIBIT 1
Specialized TRAINING COST

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

REGISTRATION FEES.....	\$ _____
TRANSPORTAION COST.....	\$ _____
FOOD COST.....	\$ _____
LODGING COST.....	\$ _____
OTHER COSTS (IDENTIFY).....	\$ _____
Total	\$ _____