**Athens State University**

**Training Reimbursement Agreement**

This Training Reimbursement agreement (“Agreement”) is entered into by and between Athens State University (“Employer”) and **Click or tap here to enter text.** (“Employee”).

**WHEREAS,** “Employer” has offered to provide certain outside training to “Employee”, which “Employer” believes will enable “Employee” to provide valuable services on behalf of “Employer” to its customers;

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

**WHEREAS,** “Employer” 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 “Employer” would not provide such 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 training to “Employee” on the date(s) indicated:

Training: **Click or tap here to enter text.** Date(s)**: Click or tap here to enter text.**

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

|  |  |
| --- | --- |
| NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION  DATE OF TRAINING: | REIMBURSEMENT |
| MONTHS 1-6 | 100% |
| MONTHS 6-12 | 75% |
| MONTHS 12-18 | 50% |
| MONTHS 18-24 | 25% |

The actual training cost incurred by “Employer” 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. 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 towards the reimbursement payment period (RPP) 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. This agreement shall be fulfilled or cancelled:

* two (2) years following the date of completion of the training.
* if the “Employee” becomes incapable of performing their assigned duties and must terminate their employment due to illness or death.
* if “Employer” terminates “Employee’s” employment.

4. “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.

5. “Employee” may request that a subsequent employer of “Employee” pay the amount owed to

“Employer” by “Employee”, but “Employee” shall remain personally liable until the entire amount owed is paid in full.

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 if requested by “Employer”.

8. This Agreement shall be construed under the laws of the State in which the office where

“Employee” is principally employed is located.

9. If any provision or part of a provision of the Agreement is ultimately 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 fill force and effect.

**Athens State University**

**Company Name Employee Name**

**Signature Signature**

**Name Employee ID Number**

**Title Date**

**Date**

**EXHIBIT 1 TRAINING COST**

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

REGISTRATION FEES………………………………………….$Click or tap here to enter text.

TRANSPORTAION COST………………………………………$Click or tap here to enter text.

PER DIEM/FOOD COST………………………………………...$Click or tap here to enter text.

LODGING COST………………………………………………...$Click or tap here to enter text.

MISCELLANEOUS COST………………………………………$$Click or tap here to enter text.

**RPP beginning date** Click or tap here to enter text. to **RPP ending date** Click or tap here to enter text.

TOTAL TRAINING COSTS $Click or tap here to enter text.

EMPLOYEE SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_