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

Edwin Fair CMHC, Inc. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**WHEREAS,** Edwin Fair CMHC 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 Edwin Fair CMHC would not provide such training unless “Employee” intended to continue to work for Edwin Fair CMHC and were to agree to reimburse Edwin Fair CMHC 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. Edwin Fair CMHC intends to provide the following training or supervision to “Employee” on the date(s) indicated (if supervision, just indicate the time frame for completion):

Training: Date:

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

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

If there is more training, please list on a new sheet.

2. If “Employee” voluntarily terminates his/her employment with Edwin Fair CMHC within two (2) years following the date of the completion of the training (or supervision and licensure), “Employee” agrees to reimburse Edwin Fair CMHC the cost of the training (or supervision and licensure) incurred by Edwin Fair CMHC 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 training cost incurred by Edwin Fair CMHC 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 Edwin Fair CMHC. 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 “Employee” if the total number of days worked during the month, excluding vacation, sick days, or any unpaid time, is equal to or exceeds 20 days.

3. This agreement shall be cancelled two (2) years following the date of completion of the training or if “Employer” terminates employment.

4. “Employee” expressly authorizes Edwin Fair CMHC to deduct the reimbursement amount owned under the terms of the Agreement from any compensation owed by Edwin Fair CMHC to “Employee” at the time of or following the termination of employment. “Employee” shall promptly pay to Edwin Fair CMHC 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

Edwin Fair CMHC 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 Edwin Fair CMHC to confirm the precise sum of the amount owed by “Employee” to Edwin Fair CMHC following notice by “Employee” to Edwin Fair CMHC of termination of employment.

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

“Employee” is principally employed is located.

8. 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 fill force and effect.

**Edwin Fair CMHC, Inc.**

**Company Name Employee Name**

**By Signature**

**Name Social Security Number**

**Title Date**

**Date Employee Location**

**Witness Name**

**Witness Signature Date**

(to be kept in personnel file and updated as training occurs)

**EXHIBIT 1 TRAINING COST**

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

REGISTRATION FEES………………………………………... $

TRANSPORTAION COST……………………………………... $

FOOD COST…………………………………………………… $

LODGING COST………………………………………………. $

GROSS SALARY AND/OR WAGES…………………………. $

SUPERVISION ………………………………………...………. $

(using Edwin Fair employees as supervisors will be charge a rate of $50/hour)

(PPE beginning date to PPE ending date)

**TRAINING REIMBURSEMENT AGREEMENT**

OTHER COSTS:

DESCRIPTION AMOUNT

$

$

$

$

$

$

$

TOTAL TRAINING COSTS:

EMPLOYEE SIGNATURE DATE