

## TRAINING REIMBURSEMENT AGREEMENT



This Training Reimbursement agreement (“Agreement”) is entered into by and between the City of Orland (City and \_\_\_\_\_ (Employee).

**WHEREAS**, the City has hired the Employee into a position for which one or more State of California certifications or licenses are required or are of value to the City and Employee; and

**WHEREAS**, this (these) certification(s) is(are) of value to Employee in that they may be used by the Employee in connection with employment other than with the City; and

**WHEREAS**, the City is providing payment for the training required for such certification(s) in anticipation of the Employee continuing to work for the City for at least two (2) years from the completion date of the training or certification, whichever is later, so that the City may recover some of the cost of the investment in the training; and

**WHEREAS**, neither the City nor the Employee intend this Agreement to constitute any type of employment agreement or guarantee of continued employment; and

**WHEREAS**, the Employee understands that the City would not provide such training unless the Employee intended to continue to work for the City, and the Employee therefore agrees to reimburse the City 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 promises stated herein, the undersigned agree that:

1. The City will pay for the training necessary for the following certification(s)

Certification

Cost

Completion Target Date

2. If the Employee voluntarily terminates his/her employment with the City prior to two (2) years following the date of the completion of the training, the Employee agrees to reimburse the City the cost of the training incurred set forth above by the City as determined by the schedule shown below:

NUMBER OF MONTHS OF SERVICE FROM COMPLETION DATE OF TRAINING:	REIMBURSEMENT
MONTHS 0-6	100%
MONTHS 7-12	75%
MONTHS 13-18	50%
MONTHS 19-23	25%
MONTH 24	0%

3. The Employee expressly authorizes the City to deduct any reimbursement amount owned under the terms of this Agreement from any compensation owed by the City to the Employee at the time of or following voluntary termination of employment by the Employee. The Employee shall promptly pay to the City the full balance of any amount owed that is not deducted from compensation. The Employee shall remain personally liable until the entire amount owed is paid in full.

4. In the event that the City terminates the Employee’s employment other than for cause during the two (2) years following the date of training completion, the Employee’s obligations as related to this Agreement will be considered fulfilled.

5. This Agreement shall be construed under the laws of the State of California. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and 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.

City

Employee

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date